

**Agenda Items Pulled**  
**--No. 10H**  
**--No. 22**  
**--No. 27**

***MARCH 21, 2006 AGENDA REPORTS***

**Agenda Item No. 7A**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0258

TO: Mayor and City Council Members

SUBJECT: Petitions to construct Paving, Sanitary Sewer, Drainage and Water Improvements in Auburn Hills 16th Addition (south of Maple, east of 151st St. West) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the New Petitions.

Background: On November 1, 2005, the City Council approved paving, sanitary sewer, drainage and water improvement petitions for Auburn Hills 16th Addition. The developer has submitted new petitions that modify the projects for marketing purposes. The new Petitions have been signed by one owner representing 100% of the improvement districts.

Analysis: The projects will provide paving, sanitary sewer, drainage and water improvements within a residential development located south of Maple, east of 151st St. West.

Financial Considerations: The original Petitions total \$3,515,197. The new Petitions total \$4,366,185. The funding source is special assessments except for a water petition which has \$25,000 payable by the Water Utility for over-sizing pipe to serve future development outside the improvement district.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the new Petitions, adopt the Resolutions and authorize the necessary signatures.

## **Agenda Item No. 7b**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0259

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Storm Water Drain in Casa Bella Addition (north of Pawnee, west of 127th St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On December 20, 2005, the City Council approved a Petition to construct a storm water drain in Casa Bella Addition. An attempt to award a contract within the budget set by the Petition was not successful. The developer has submitted a new Petition with an increased budget. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new residential development located north of Pawnee, west of 127th St. East.

Financial Considerations: The existing Petition totals \$568,000. The new Petition totals \$685,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

## **Agenda Item No. 9**

City of Wichita  
City Council Meeting  
March 21, 2006  
Agenda Report No. 06-0260

TO: Mayor and City Council

SUBJECT: Special Events

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Special Events Procedure, event sponsors are to notify adjacent property owners and coordinate arrangements with Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

- 1) Wedding at North Riverside Park – Saturday, July 8, 2006 from 4:00–9:30 pm  
· West Oak Park Drive – from 11th Street to Bitting. Please see attached map.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period

- 2) Easter Egg Party at Watson Park – Saturday, April 8, 2006 from 9:00 am – 1:00 pm  
· Old Lawrence Road from Carp Street South up to and including 3020 S. Old Lawrence (address of Holland Paving). Please see attached map.

Park staff will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Event sponsors notifying every property and/or business adjoining any portion of the closed street; (2) Coordination of event arrangements with City Staff; (3) Hiring off-duty public safety officers as required by the Police Department; (4) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (5) Submitting a Certificate of Insurance evidencing general liability insurance which covers the event and its related activities, including the naming of the City as an additional insured with respect to the event's use of the closed City streets.

## **Agenda Item No. 10a.**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0261

TO Mayor and City Council

SUBJECT: Agreement to Respread Assessments: The Fairmont 4th Addition (north of 21<sup>st</sup> Street North, west of 127th Street East) (District II)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowner, Fairmont, L.L.C., platted The Fairmont 4th Addition and has submitted an Agreement to respread special assessments within the Addition.

Analysis: The land was originally included in a number of improvement districts for several public improvement projects. The purpose of the Agreement is to respread special assessments on a fractional basis for each lot. Without the Agreement, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

## **Agenda Item No. 10b.**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0262

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Southern Ridge 4th Addition (south of Pawnee, west of Maize) (District IV)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowner, Maize Road, L.L.C., platted Southern Ridge 4th Addition and has submitted an Agreement to respread special assessments within the Addition.

Analysis: The land was originally included in an improvement district for a storm water drain project. The purpose of the Agreement is to respread special assessments on a fractional basis for each lot. Without the Agreement, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

## **Agenda Item No. 10c**

City of Wichita Arts Council  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0263

TO: Mayor and City Council

SUBJECT: Wichita Art Museum Inc., Performance contract for the arts

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent Agenda

Recommendation: It is recommended that City Council approve the Performance contract for the Wichita Art Museum, Inc. for the 2006 fiscal year.

Background: On February 8, 2005 the City Council approved the formation of the Cultural Funding Committee consisting of 11 members. Members of City Council appointed 7 members. The Arts Council appointed 4 members. The committee consisted of representatives from government, education, business, philanthropy, arts organizations and the public at large. The committee was assigned the responsibility to make recommendations to members of City Council on allocation of additional performance funding for Tier II and Tier III arts and cultural organizations in the amount of \$719,000.

The City must protect its current investments in the organizations that have become an integral part of our community's culture. Through historical agreements, the City has made substantial investments to purchase, promote, and maintain the Wichita Art Museum.

Analysis: Approval of the Wichita Art Museum, Inc., a Tier I organization, Performance contract will provide the City of Wichita with a fair and equitable contract in which to measure performance based outcomes. Performance goals assist in supplying accountability and assurance of the use of City funding allocated appropriately with measurements.

Financial Consideration: Finance department has reviewed the proposed contract specific to performance goals and measurements.

Legal Consideration: Law department has prepared and approved the form of the proposed contract.

Recommendations/Actions: It is recommended that the City Council approve the Wichita Art Museum, Inc Performance contract for the 2006 fiscal year.

## **Agenda Item No. 10d**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0264

TO: Mayor and City Council

SUBJECT: North Area Sanitary Sewer – Supplemental Agreement (District VI)

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 3 for Construction Phase Inspection Services with MKEC Engineering Consultants, Inc.

Background: On September 14, 2004, the City Council approved a Contract with MKEC Engineering Consultants, Inc. to provide engineering and design services for the North Area Sanitary Sewer. The North Area Sanitary Sewer will serve an area bound by West Street, the Little Arkansas River on the east, one-half mile north of 61st Street North and approximately one-fourth mile south of 53rd Street North.

Analysis: The Request for Proposals for the North Area Sewer project contained an option for the design consultant to perform construction inspection. Staff recommends that MKEC Engineering Consultants, Inc., the design consultant, fulfill that option.

Financial Considerations: The cost for the above-mentioned Construction Phase Inspection Services will not exceed \$180,000. Funding is available in CIP S-5, Mains for Future Development. The project will be funded from Water Utility revenues and reserves, and/or a future revenue bond issue.

Legal Considerations: The Law Department has reviewed and approved the Supplemental Agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the Supplemental Agreement with MKEC Engineering Consultants and authorize the necessary signatures.

## **Agenda Item No. 10e**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0265

TO: Mayor and City Council

SUBJECT: Hess Motor Replacements – Supplemental Agreement

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement No. 2 for Professional Services with Black & Veatch Corporation for the Hess Pumping Station.

Background: Hess Pump Station is a vital component of the City's water supply system. In 2001, two of the eight synchronous pump motors in the pump station burned out and were replaced with larger induction motors. In 2002, a third motor burned out and was replaced along with two more motors in 2003.

Analysis: The remaining three motors are of similar age and condition to the motors that have previously failed and were replaced. Replacement of the remaining three motors is necessary. It will also be necessary to replace the variable frequency drive (VFD) on one pump and to replace the eddy-current coupling on another pump with a VFD.

Black and Veatch, who designed the original pump station, designed the projects to replace motors in 2001 and 2003. Staff asked Black & Veatch to provide a proposal for engineering services for replacement of the final three motors and two VFDs.

Financial Considerations: The project, including engineering and construction, is estimated to cost \$1,605,000. The construction portion will be partially funded through an EPA grant for water and wastewater infrastructure. The grant will fund \$605,000 of the construction and the Utility will fund \$1,000,000.

Hess Motor Replacement, CIP W-902, has a budget of \$1,000,000. The cost of Supplemental Agreement No. 2 with Black & Veatch is \$145,000 and will be funded through W-902. The Utility's portion of the costs will be funded from future revenue bonds and/or Water Utility cash reserves.

Legal Considerations: The Resolution and Supplemental Agreement have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the expenditure; 2)



adopt the Resolution; and 3) authorize the necessary signatures.

RESOLUTION:

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED \$1,000,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the Governing Body of the City of Wichita, Kansas (the "City"), has heretofore by Ordinance No. 39-888, adopted May 28, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the "City of Wichita, Kansas Water and Sewer Utility" (herein sometimes referred to as the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 et seq., ( the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Hess Motor Replacement (W-902) (the "Project"). The total costs of the Project are estimated to be one million six hundred five thousand dollars (\$1.605 million) exclusive of the cost of interest on borrowed money, with \$1,000,000 paid by the Utility and \$605,000 paid by Federal Grants. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project.

SECTION 2. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed one million dollars (\$1,000,000) exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the expenses of issuing such revenue bonds. Such revenue bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from Federal Grants and unencumbered moneys of the Utility which will be available for that purpose.

SECTION 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the revenue bonds, which protest is signed by not less than Twenty Percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the revenue bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on \_\_\_\_\_, 2006.

(Seal)

\_\_\_\_\_  
CARLOS MAYANS, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
GARY E. REBENSTORF, Director of Law

## **Agenda Item No. 10f**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0266

TO: Mayor and Council Members

SUBJECT: Contract Renewal and Modification – Seasonal Employment

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve contract.

Background: On March 25, 2003, the City Council approved a contract to out-source the staffing of most seasonal and part time positions in the City. Under this contract, over \$2 million in part time staffing costs have been transferred to an outside contract. This arrangement has improved the speed at which seasonals could be placed on the job, reduced workloads (seasonal recruitment, interviewing, testing, etc) for a variety of City staff, improving focus on core job functions, and reduced City pre-employment and workers compensation costs. The placement speed was particularly valuable during the Ice Storm clean up in 2005. Contracted seasonals are used primarily in the Park Department, for umpires, recreation staff, and seasonal maintenance staff. Other uses included clubhouse and maintenance staff at the City golf courses as well as selected usage in Water and Sewer and the Airport. The contractual arrangement currently provides an administrative fee of 29% to the contractor, in addition to gross wages.

Analysis: A review of this contract has occurred annually. Qualitatively, the contractual arrangement continues to be successful. Employees were provided by the vendor only days and hours after being requested, saving recruitment time that extended longer previously. This translates into greater flexibility and better responsiveness for City operations. The vendor did survey City staff on the qualitative aspects of the program, and the composite rating was between “excellent” and “good” with 96% of respondents rating the overall customer services as “excellent.”

For the last contract year, the contractor processed over 15,000 payroll checks, with up to 600 part time staff employed during peak weeks in the summer. In addition, an estimated \$75,000 in pre-employment costs (physicals, drug tests, advertising, etc) was saved, by shifting these responsibilities to the vendor. Staff time savings for recruitment, hiring and interviewing are estimated at several thousand hours.

Shifting \$2.3 million in wages has saved the City from fringe benefit costs. This includes approximately \$185,000 in Social Security and unemployment savings. However, the largest savings has been in workers compensation costs. The vendor has experienced a workers compensation rate of nearly 7%; costs that the City has directly avoided. Because of the higher workers compensation exposure, the City and vendor have negotiated a contract modification to provide a 30% administrative charge, compared to the current 29% charge.

Financial Considerations: Funding for part time contracted wages is included in departmental budgets to cover the costs of the contract. The modified administrative charge of 30% will increase costs an estimated \$24,000. This amount will either be absorbed within existing budgets, or the amount and/or average wage rate paid will be decreased to fund the increased administrative fee.

Legal Considerations: The contract modification has been reviewed by the Law Department and approved as to form.

Recommendation/Action: It is recommended that the City Council approve the contract renewal and modification with Human Resources Management Services d/b/a Syndeo and authorize the appropriate signatures.

## **Agenda Item No. 10g**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0267

TO: Mayor and Council Members

SUBJECT: Agreement for Golf Course Pro Shop Sales Services (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the agreements.

Background: The City currently operates five municipal courses. City staff performs all the maintenance functions at these courses. The Department of Park and Recreation has assumed clubhouse activities within and have hired City-employed golf professionals at all five golf courses. Three of these agreements are renewals of the agreements approved by City Council on April 6, 2004. Two are new agreements with additional golf professional positions approved by City Council on September 20, 2005.

Analysis: It is the intent of the Department of Park and Recreation to have the golf professionals be responsible for stocking all golf-related inventory at these facilities, thereby alleviating the City for golf apparel and equipment expenses. City-employed golf pros will then lease floor space at the clubhouses for 3% of their gross sales. The proposed agreements include a two-year term.

Financial Considerations: The agreement will provide a modest amount of additional revenue for the Golf Fund and reduce expenditures for golf-related inventory.

Legal Considerations: The agreements have been approved as to legal form by the Department of Law.

Recommendation/Action: It is recommended that the City Council approve the agreements and authorize the necessary signatures.

**Agenda Item No. 10h**

This Item pulled from Agenda prior to Council Meeting

SUBJECT: City Building and Facilities – On-Call Architectural Services  
(All Districts)

## **Agenda Item No. 10i**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0269

TO: Mayor and City Council Members

SUBJECT: Mid-America All-Indian Center Improvements (MAAIC) (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Contract.

Background: The Mid-America All-Indian Center (MAAIC) is the only Native American organization in Wichita, which provides tourism activities, Native American cultural programs and social services to Native Americans.

City Council at their October 4, 2005 meeting approved a CIP project, which would provide needed improvements and modifications to the facility and authorized staff to select a consultant.

Analysis: On November 29, 2005, Purchasing advertised Request for Proposal No. FP500105 for consultant services for design, construction documents and construction administration for the planned improvements/modifications. Only one proposal was received from the firm of Schaefer Johnson Cox Frey Architecture (SJCF).

They propose to provide architectural and engineering services and other related items for a single stipulated lump sum fee of forty nine thousand two hundred dollars (\$49,200,00).

Since this is a "single source response" and the firm responding was the original architect for the facility and their proposed fee is within the approved budget, a contract was negotiated without the Staff Screening and Selection Committee being convened.

Financial Considerations: The project is authorized in the approved 2005-2014 Capital Improvement Program (CIP) (Project No. 435414, OCA No. 792482) at \$150,000 in 2006 and \$450,000 in 2007 for a total of \$600,000. The funding source is General Obligation bonds.

Legal Considerations: The Law Department has approved the Contract as to form.

Recommendation/Action: It is recommended that the City Council approve the Contract and authorize the necessary signatures.

Attachment included; Agreement

CONTRACT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,  
A Municipal Corporation, hereinafter  
referred to as  
"OWNER"

AND

SCHAEFER JOHNSON COX FREY  
ARCHITECTURE, hereinafter referred to as  
"ARCHITECT"

WHEREAS, The CITY is authorized by law to employ consulting architects and engineers to assist in the plans, supplemental specifications (if required) and the estimates of costs of work for the PROJECT; and

WHEREAS, the OWNER desires to have plans and specifications prepared and to construct the proposed modifications to the Mid-America All-Indian Center (MAAIC) hereinafter referred to as the "PROJECT"; and

WHEREAS, ARCHITECT wishes to provide professional services to the OWNER to do such evaluation and related services therefore:

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

I. PURPOSE:

The OWNER employs the ARCHITECT and he agrees to perform all necessary professional services hereinafter set forth in connection with the "PROJECT" of the City of Wichita, Mid-America All-Indian Center (MAAIC), located generally at 650 North Seneca, Wichita, Sedgwick County, Kansas.

II. BASIC SERVICES:

The ARCHITECT shall render all architectural services necessary as set out in EXHIBIT "A" a copy of which is attached hereto and which is incorporated herein by reference.

III. THE ARCHITECT AGREES

A. To provide the various technical and professional services and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").

B. To attend meetings with the OWNER and other local, State and Federal agencies as necessitated by the SCOPE OF SERVICES (Exhibit "A").

C. To make available during regular office hours, all calculations, sketches and drawings such as the OWNER may wish to examine periodically during performance of this Agreement.



D. To save and hold OWNER harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ARCHITECT, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ARCHITECT and, where relevant to method of payment, to make such material available to the OWNER.

F. To comply with Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the OWNER'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").

H. To complete the services to be performed by ARCHITECT within the time allotted for the PROJECT in accordance with Paragraph VI, Time of Completion; EXCEPT that the ARCHITECT shall not be responsible or held liable for delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the ARCHITECT.

I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ARCHITECT under this Agreement. ARCHITECT further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ARCHITECT, its agents, employees and subcontractors, under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ARCHITECT shall procure and maintain such insurance as will protect the ARCHITECT from damages resulting from the negligent acts of the ARCHITECT, its officers, and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$100,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation	Statutory Employer's Liability
\$500,000 each occurrence	

Further, a comprehensive general liability policy shall be procured and maintained by the ARCHITECT that shall be written in a comprehensive form and shall protect ARCHITECT against all claims arising from injuries to persons (other than ARCHITECT'S employees) or damage to property of the OWNER or others arising out of any negligent act or omission of ARCHITECT, its agents, officers, employees or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the OWNER before the time ARCHITECT starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days written notice by the insurance company before such policy is canceled. \\

K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The ARCHITECT agrees to advise the OWNER, in writing, of the person designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The ARCHITECT shall also advise the OWNER of any changes in the person designated Project Manager. Written notification shall be provided to the OWNER for any changes exceeding one week in length of time.

The designated Project Manager SHALL coordinate ALL aspects of this Project through the OWNER'S Project Manager. The OWNER'S Project Manager MUST approve any requests from any other staff agency, which would affect the ARCHITECTS time or expense relative to this Project.

#### IV. THE OWNER AGREES:

A. To furnish all available data pertaining to the PROJECT now in the OWNER'S files at no cost to the ARCHITECT. The ARCHITECT will keep confidential material so furnished confidential.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ARCHITECT, except as specified in EXHIBIT "A".

C. To pay the ARCHITECT for his services in accordance with the requirements of this Agreement.

D. To provide the right-of-way for ARCHITECT'S personnel in performing field surveys and observations.

E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The OWNER agrees to advise, the ARCHITECT, in writing, of the person designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The OWNER shall also advise the ARCHITECT of any changes in the person designated Project Manager. Written notification shall be provided to the ARCHITECT for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ARCHITECT in a timely fashion.

G. To save and hold ARCHITECT harmless against all suits, claims, damages and losses for injuries to persons or property arising from or cause by errors, omissions, or negligent acts of OWNER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

#### V. PAYMENT PROVISIONS:

The OWNER agrees to pay the ARCHITECT for services rendered under this Agreement and as specifically detailed in EXHIBIT "A", a total fee established as follows:

A. For the Architectural, Structural, Electrical and Mechanical Engineering services, Design Development, Construction Documents, Bidding and Construction Administration Phases and other related items including those items identified in SCOPE OF SERVICES, EXHIBIT "A" a single stipulated lump sum fee of forty nine thousand two hundred dollars (\$49,200.00) which shall constitute complete compensation for the services. This is an inclusive fee and all reimbursable expenses are included. This fee is based on a project scope of \$600,000.00 total project cost inclusive of these fees. The fees do not include the professional services for geotechnical report, topographic survey, boundary survey, environmental survey's and/or reports.

B. Payments are payable to the ARCHITECT within thirty (30) working days from the date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due, the ARCHITECT shall have the right, in addition to any and all other rights provided, to refuse to render further services to the OWNER and such act or acts shall not be deemed a breach of this agreement. Continued performance and/or completion of work by the ARCHITECT under this agreement are contingent upon payment of fees by the OWNER. The OWNER shall reimburse the ARCHITECT for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.

C. When requested by the OWNER, the ARCHITECT will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. ARCHITECT or witness for the OWNER in any litigation, administrative hearing, and other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this Agreement.
3. Construction staking, material testing, observation and administration related to the PROJECT.
4. A major change in the SCOPE OF SERVICES for the PROJECT.

D. If additional work should be necessary, the ARCHITECT will be given written notice by the OWNER along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except based on a Supplemental Agreement duly entered into by the parties.

E. If services are rendered by the ARCHITECT for the PROJECT(s) or portions of the PROJECT(s), but the OWNER elects to cancel the PROJECT(s) or portions thereof the ARCHITECT shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, multiplied by the percentage completed.

F. This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

#### VI. TIME OF COMPLETION:

The ARCHITECT agrees to complete all Planning Phases of this PROJECT as follows:

A. One hundred twenty (120) working days from the date of approval of the Contract pending availability of OWNER and staff.

B. The OWNER agrees to cooperate with the ARCHITECT in considering drawings and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the OWNER agrees to furnish promptly to the ARCHITECT upon written request any approvals and instructions required to be given by the OWNER to the ARCHITECT under the terms of the Contract.

## VII. REVISIONS OF PLANS:

Unless the OWNER officially in written form has authorized an increase in funds established for the construction estimates of cost, the ARCHITECT agrees to make any such revisions in plans and specifications as are necessary and as are satisfactory to the OWNER, to bring the PROJECT within the approved estimated cost, such revisions to be made at his own expense without cost to the OWNER, whether or not said plans and specifications have theretofore been approved by the OWNER; PROVIDED, that if said plans and specifications have been approved by the OWNER, should the OWNER desire any material changes in the type of construction or other changes not necessary to be made for the purpose of bringing the cost of the PROJECT within the estimate, the OWNER shall pay the ARCHITECT the cost of making such revisions.

## VIII. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the OWNER to terminate this Agreement, upon fourteen days prior written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ARCHITECT'S inability to proceed with the work, or because the services of the ARCHITECT are unsatisfactory; PROVIDED, however, that in any case the ARCHITECT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, in no case shall payment be more than the ARCHITECT'S actual costs plus a fee for profit based upon a fixed percentage of the ARCHITECT'S actual costs. The ARCHITECT may terminate this Agreement upon giving the OWNER 30 days prior written notice for breach by the OWNER of any material term, including but not limited to payment terms.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the OWNER upon completion or termination of the ARCHITECT'S services and payment in full of monies due the ARCHITECT, in accordance with this Agreement. The OWNER shall not re-use or make any modification of the plans and specifications without the prior written authorization of the ARCHITECT. The OWNER agrees to hold the ARCHITECT harmless from all claims, liability or cost, including reasonable attorney fees and defense costs, which arise out of such further use without the participation of the ARCHITECT.

C. That the services to be performed by the ARCHITECT under the terms of this Agreement are personal and cannot be assigned sublet or transferred without specific consent of the OWNER. The OWNER shall not assign or transfer rights or interest in this Agreement without specific consent of the ARCHITECT.

D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the OWNER, provided, however, that the ARCHITECT shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ARCHITECT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.

G. The rights and remedies of the OWNER and the ARCHITECT provided for under this Agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this Contract, that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

I. Unless otherwise stipulated in this Agreement, all subcontractors retained to assist ARCHITECT in performing his duties will be paid by the ARCHITECT.

J. The ARCHITECT agrees to employ mechanical and electrical engineers, if necessary, as determined by the ARCHITECT and OWNER jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses.

K. Special Consultants or Subcontractors are those who provide services other than those provided by the ARCHITECT. If it is requested that any Special Consultants or Subcontractors be retained on the OWNER'S behalf, their charges will be paid separately and directly by the OWNER. Invoicing and payment shall be arranged separately between the OWNER and the Special Consultants or Subcontractors.

L. If a firm or firms are separately engaged by the OWNER to work under the general direction of the ARCHITECT, the ARCHITECT shall have no responsibility or technical sufficiency of the services of such separately engaged firms.

M. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be governed by the laws of the State of Kansas.

N. Unless otherwise provided in this Agreement, the ARCHITECT and employees, or subcontractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

## EXHIBIT A

### SCOPE OF SERVICES

#### MID-AMERICA ALL-INDIAN CENTER (MAAIC) MODIFICATIONS

##### Scope of Architectural/Engineering Design Services

The following is a listing of design services that will be provided to the City of Wichita to complete the design of:

##### Mid-America All-Indian Center (MAAIC) Modifications

The scope of design services will be to provide architectural and engineering services for the improvements to the MAAIC facility generally located at 650 South Seneca, Wichita, Kansas.

A listing of project requirements is contained in Request for Proposal (FP500105) as set out in Exhibit "C" a copy of which is attached hereto and which is incorporated herein by reference.

The ARCHITECT will furnish or provide as a minimum the following services as listed below:

1. Schematic design.
2. Design development.
3. Construction documents and specifications.
4. Services during the Bid Phase.
5. Construction Administration Services.
6. Structural, electrical, mechanical and plumbing engineering services.
7. Project cost estimates/budgets for all proposed improvements/modifications.

## DESIGN PHASE

During this phase, the following issues will be addressed as a minimum:

- Renewal of museum/gallery area
- Museum/gallery flooring
- Security system
- Evaluation of HVAC system
- Humidification system
- Evaluation of interior and exterior lighting
- Art storage and security
- Sound system upgrades
- Various room upgrades
- Building integrity
- Americans with Disabilities (ADA) requirements

Based on approved plan/modifications and project cost estimates/budgets ARCHITECT will develop design drawings and updated construction budget to be approved by OWNER. This will include but not be limited to floor plans and elevations. This phase will also define the location, quantity, and quality, of the prioritized and approved modifications/improvements desirable to complete the PROJECT. This should include but not be limited to the following:

1. Design will be presented to and have approvals from the City staff, City Council, and other Boards/Agencies as deemed necessary.
2. Designs will meet current applicable code requirements of governing agencies, and will comply and/or exceed the minimum requirements of the Americans with Disabilities Act (ADAAG).
3. Mechanical and electrical systems (including lighting) will be energy efficient and reliable as determined by OWNER and ARCHITECT.
4. Plumbing systems will be commercial quality and durable.
5. The design will include conceptual design recommendation(s) by the ARCHITECT, supported by line drawings and elevations.
6. ARCHITECT'S basic design shall anticipate a base bid for construction and "ADD" alternates to allow OWNER maximum financial flexibility.

ARCHITECT agrees to provide OWNER with a written accounting of the PROJECT scope and schedule of estimated PROJECT costs. In the event, OWNER does not approve; Paragraph VII of basic Contract will apply.

If their employment is authorized in advance, the OWNER will pay the fee of any special consultant for other than the normal structural, mechanical, plumbing, electrical and civil engineering services.

Furnish five (5) copies of the approved Design and estimated construction budget.

## WORKING DRAWINGS AND SPECIFICATIONS PHASE:

Prepare the detailed construction drawings and specifications after full consideration has been given to the Design Phase sketches and estimates. Obtain approvals of State or other agencies to the drawings and specifications. Prepare proposals, forms, and notices to bidders. Set forth in detail and prescribe the work to be done; the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, plumbing, electrical, service connected equipment, and site work, and contract documents satisfactory to the OWNER for the effective coordination and efficient execution of the construction work.

The ARCHITECT will use the OWNERS Modified Construction Contract and General Conditions packages (AIA 101 and 201 modifications) that have been prepared by the City of Wichita, Law Department when American Institute of Architects (AIA) form documents are used in connection with the City's construction of buildings.

The ARCHITECT will provide final plans, field notes and other pertinent PROJECT mapping records via media acceptable to the OWNER. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the Schematic Design Phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ARCHITECT will also need to supply electronic files of the drawings in PDF format.

Furnish a formal written estimate of the probable cost of constructing the PROJECT according to the completed drawings and specifications as approved. In the event said cost estimates are not approved by the OWNER, Paragraph VII of basic Contract will apply.

Conduct the necessary code analysis, consult with governing authorities having jurisdiction over the PROJECT, and incorporate their requirements into the construction documents for the PROJECT.

Furnish five (5) sets of drawings and specifications.

## BIDDING PHASE

Deliver the original tracings of the Final approved plans to the OWNER for their use in printing plans for prospective bidders.

Reproduction of the completed plans and specifications for use in bidding purposes will be paid by OWNER. ARCHITECT will coordinate with OWNER for selected reproduction vendor with vendor invoicing OWNER direct.

Review bidding documents for completeness and coordination before release for bids. Issue Bidding Documents to bidders.

Attend pre-bid conference(s), as scheduled to provide guidance to the OWNER and to prospective bidders.

Write and coordinate and otherwise aid in the issuance of addenda or provide clarifications as required.

Assist the OWNER in identifying prospective bidders.  
Furnish a formal written estimate of probable construction costs in a sealed envelope to the Special Projects Coordinator three (3) days before the bid opening

Attend formal bid opening(s).

Assist the OWNER in receiving and evaluating bids.

Assist the OWNER in final recommendation of prime contractor.

Review alternate cost savings methods with the OWNER and accepted contractor if PROJECT is over budget.

In the event that bids received exceed the ARCHITECT'S final official and approved estimate of construction cost, ARCHITECT agrees to cooperate with OWNER without additional architectural fees in revising the PROJECT scope and quality as required to reduce the construction cost. (Refer to Paragraph VII of the basic Contract).

## CONSTRUCTION PHASE

Be responsible for the general administration of the PROJECT and provide periodic monitoring of the construction in accordance with professional standards. Review information provided by such inspection bureaus and testing laboratories as may be employed by the OWNER for such work. Endeavor to guard the OWNER against defects and deficiencies in the work of contractors. The ARCHITECT will condemn work, which fails to conform to the Contract Documents. The ARCHITECT will prepare certificates of payments due the contractor. By issuing a Certificate for Payment, the ARCHITECT will along with OWNER'S Project Manager represent to the OWNER that, to the best of their knowledge, information and belief based on general practice in the area at this time and based on what their observations have revealed, the quality of work is in accordance with the Contract Documents.

For changes in the PROJECT prepare such large – scale or full – size drawings to supplement the working drawings as to permit the proper completion of the work; review shop drawings and material sample submittals for architectural, structural, and electrical portions of the related facilities.

Provide consultation and advice during construction.

The general monitoring by the ARCHITECT is to be distinguished from the continuous on-site inspection of a Project Manager assigned by the OWNER (Reference Paragraph IV of the contract for architectural services).

The ARCHITECT will designate critical construction observation points in advance, to the OWNER in writing.

Issue necessary interpretations and clarifications of the Contract Documents.  
Prepare a punch list for the construction, and participate in final punch list review.

Secure maintenance and operational manuals from Contractor including descriptions and maintenance procedures for the new facility.



Deliver to the OWNER one (1) set of Xerox or vellums of the contractor's record drawings (plans), as changed or corrected by the Contractor for the PROJECT, such reproductions to become the property of the OWNER.

Make final inspection before acceptance of building by the OWNER. Complete a final construction report.

Provide a joint site visit eleven (11) months after substantial completion to identify any warranty concerns. Provide a final construction report.

## EXHIBIT B

### REVISED NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discriminational Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44 1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44 1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## **Agenda Item No. 10j**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0270

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Staking in Falcon Falls 2nd & 3rd, Falcon Falls Commercial Additions (north of 45th Street North, west of Hillside) (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the storm drainage and paving improvements in Falcon Falls 2nd & 3rd, Falcon Falls Commercial Additions on August 16, 2005. On January 10, 2006 the City approved an Agreement with Baughman Company, P.A. to design the improvements. The Design Agreement with Baughman requires Baughman to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and Baughman provides for staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$39,480 and will be paid by special assessments.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Attachments included; Supplemental Agreement

SUPPLEMENTAL AGREEMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES  
DATED JANUARY 10, 2006 BETWEEN THE CITY OF WICHITA, KANSAS PARTY OF THE  
FIRST PART, HEREINAFTER CALLED THE "CITY" AND BAUGHMAN COMPANY, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE "ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated January 10, 2006) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in FALCON FALLS 2ND & 3RD; FALCON FALLS COMMERCIAL ADDITIONS (north of 45th Street North, west of Hillside).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING AND AS-BUILT ONLY

(as per the City of Wichita Standard Construction Engineering Practices)

STORM WATER DRAIN NO. 275 serving Lots 1 through 55, Block A; Lots 1 through 18, Block B; Lots 1 through 43, Block C; Lots 1 through 23, Block D; Lots 1 through 49, Block E, Falcon Falls 2nd Addition; Lots 1 through 40, Block A; Lots 1 through 25, Block B; Lots 1 through 50, Block C; Lots 1 through 8, Block D; Lots 1 through 22, Block E, Falcons Falls 3rd Addition; Lots 1 and 2, Block A, Falcon Falls Commercial Addition (north of 45th Street North, west of Hillside) (Project No. 468 84067).

KITE from the east line of the plat, west to the west line of the plat, and on MARBLEFALLS from the south line of Kite, south to the south line of Lot 38, Block C, and on KITE COURT (Lots 11 through 17, Block D) from the north line of Kite, north to and including the cul-de-sac, on KITE COURT (Lots 31 through 41, Block A), from the south line of Kite, south to and including the cul-de-sac; and on KITE COURT (Lots 42 through 53, Block A) from the south line of Kite, south to and including the cul-de-sac and that sidewalk be constructed on Kite and Marblefalls (north of 45th Street North, west of Hillside) (Project No. 472 84264).

As-built of all areas included in the project mass grading plan will be the responsibility of the consultant and shall be submitted and sealed by a licensed land surveyor or registered professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds and reserve areas, shall be within +/- 0.2' of plan call-outs, unless otherwise stated in plans or provisions. Consultant will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.

**B. PAYMENT PROVISIONS**

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 84067	\$30,140.00
472 84264	<u>\$ 9,340.00</u>
TOTAL	\$39,480.00

**C. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carlos Mayans, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_

## **Agenda Item No. 10k**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0271

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Staking in Krug North 2nd Addition (north of 21st, west of 143rd Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the paving improvements in Krug North 2nd Addition on August 2, 2005. On December 20, 2005 the City approved an Agreement with Baughman Company, P.A. to design the improvements. The Design Agreement with Baughman requires Baughman to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and Baughman provides for staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$7,470 and will be paid by special assessments.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

\*Attachments included; Supplemental Agreement

SUPPLEMENTAL AGREEMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES  
DATED DECEMBER 20, 2005, BETWEEN THE CITY OF WICHITA, KANSAS, PARTY OF  
THE FIRST PART, HEREINAFTER CALLED THE "CITY" AND BAUGHMAN COMPANY,  
P.A., PARTY OF THE SECOND PART, HEREINAFTER CALLED THE "ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated January 5, 2006) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in KRUG NORTH 2ND ADDITION (north of 21st, west of 143rd Street East).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING AND AS-BUILT

(as per the City of Wichita Standard Construction Engineering Practices)

CASTLE ROCK and 24TH STREET NORTH from the north line of Lot 30, Block A, to the east line of Mainsgate; on SPRING HOLLOW STREET from the west line of Castle Rock, north to the south line of Mainsgate; on MAINSGATE and MAINSGATE CIRCLE from 24th Street North to and including the cul-de-sac and that sidewalk be constructed along one side of Castle Rock, Mainsgate, 24th Street North, and Spring Hollow Street (north of 21st, west of 143rd Street East) (Project No. 472 84249).

As-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER and shall be submitted and sealed by a licensed land surveyor or registered professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds and reserve areas, shall be within +/- 0.2' of plan call-outs, unless otherwise stated in plans or provisions. ENGINEER will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

Project No. 472 84249                      \$\_\_\_\_\_

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carlos Mayans, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_



## **Agenda Item No. 101**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0272

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Staking in 21st Street Kids & Family  
Empowerment (north of 21st, west of Grove) (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: The City Council approved the paving improvements in 21st Street Kids & Family Empowerment Addition on October 18, 2005. On December 13, 2005 the City approved an Agreement with Professional Engineering Consultants, P.A. (PEC) to design the improvements. The Design Agreement with PEC requires PEC to provide construction engineering and staking services if requested by the City.

Analysis: The proposed Supplemental Agreement between the City and PEC provides for staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$15,250 and will be paid by General Obligations Bonds.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

\*Attachment includes Supplemental Agreement

SUPPLEMENTAL AGREEMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES  
DATED DECEMBER 13, 2005, BETWEEN THE CITY OF WICHITA, KANSAS, PARTY OF  
THE FIRST PART, HEREINAFTER CALLED THE "CITY" AND PROFESSIONAL  
ENGINEERING CONSULTANTS, P.A., PARTY OF THE SECOND PART, HEREINAFTER  
CALLED THE "ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 13, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in 21st STREET KIDS & FAMILY EMPOWERMENT (north of 21st, west of Grove).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

STAKING AND AS-BUILT CONSTRUCTION ENGINEERING  
(as per the City of Wichita Standard Construction Engineering Practices)

PAVING AND INCIDENTAL DRAINAGE IMPROVEMENTS serving 21st Street Kids & Family Empowerment Addition (north of 21st, west of Grove) (Project No. 472 84282, OCA No. 706930).

As-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER and shall be submitted and sealed by a licensed land surveyor or registered professional engineer. Final elevations for all areas to be graded per plans, provisions or otherwise, including street right-of-way, lots, easements, ponds and reserve areas, shall be within +/- 0.2' of plan call-outs, unless otherwise stated in plans or provisions. ENGINEER will be responsible to coordinate any rework with the contractor, regardless of the number of times necessary to achieve allowable tolerance, and will ensure that a minimum slope is maintained in all drainage easements, especially in such cases where the +/- tolerance could result in a less than desirable percent of grade. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the project engineer as soon as possible after completion of final grading, will show original plan and final as-built elevations at all original call-out locations.

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

472 84282	\$15,250.00
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C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carlos Mayans, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

\_\_\_\_\_  
(Name & Title)

ATTEST:

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## **Agenda Item No. 11a**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0273

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Woodland Lakes Estates 3rd & 4th Additions  
(south of Lincoln, west of 127th Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system and paving improvements in Woodland Lakes Estates 3rd & 4th Additions on September 21, 2004.

Analysis: The proposed Agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of bond financed improvements consisting of water distribution system and paving in Woodland Lakes Estates 3rd & 4th Additions. Per Administrative Regulation 7a, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to MKEC will be on a lump sum basis of \$15,600 and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

\*Attachments included; Agreement

AGREEMENT for PROFESSIONAL SERVICES between THE CITY OF WICHITA, KANSAS and MKEC ENGINEERING CONSULTANTS, INC. for WOODLAND LAKES ESTATES 3RD & 4TH ADDITIONS

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 89789 serving Lots 1 through 20, Block 1; Lots 1 through 18, Block 2; Lots 1 through 31, Block 3; Lots 1 through 34, Block 4, Woodland Lakes Estates 3rd Addition; Lots 1 through 56, Block 1, Woodland Lakes Estates 4th Addition and Tract C & D (south of Lincoln, west of 127th Street East) (Project No. 448 89789).

ZIMMERLY from the east line of Lot 43, Block 1, Woodland Lakes Estates 4th Addition, to the west line of 127th Street East. Sidewalk on one side of Zimmerly from the east line of Lot 43, Block 1, Woodland Lakes Estates 4th Addition, to the west line of 127th Street East (south of Lincoln, west of 127th Street East) (Project No. 472 83719)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Woodland Lakes Estates 3rd & 4th Additions and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

#### IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 89789	\$ 3,500.00
Project No. 472 83719	<u>\$12,100.00</u>
TOTAL	\$15,600.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

#### V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

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Carlos Mayans, Mayor

SEAL:

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

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(Name & Title)

ATTEST:



EXHIBIT "A"  
SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
  - a. Plan Development for the water improvements by 120 days from notice to proceed. (Project No. 448 89789).
  - b. Plan Development for the paving improvements by 120 days from notice to proceed. (Project No. 472 83719).

## **Agenda Item No. 11b**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0274

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Clifton Cove Addition (south of 63rd Street South, west of Clifton) (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the sanitary sewer improvements in Clifton Cove Addition on November 15, 2005.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of sanitary sewer in Clifton Cove Addition. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$25,200 and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

\*Attachments Agreement

AGREEMENT for PROFESSIONAL SERVICES between THE CITY OF WICHITA, KANSAS and BAUGHMAN COMPANY, P.A. for CLIFTON COVE ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

LIFT STATION, MAIN 1, BOEING SANITARY SEWER serving Lots 1 through 30, Block A; Lots 1 through 16, Block B; Lots 1 through 4, Block C; Lots 1 through 24, Block D; Lots 1 through 14, Block E; Lots 1 through 20, Block F, Clifton Cove Addition (south of 63rd Street South, west of Clifton) (Project No. 468 84022).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Clifton Cove Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

#### IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 468 84022                      \$25,200.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

#### V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

\_\_\_\_\_  
Carlos Mayans, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_  
“EXHIBT “A

#### SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

##### A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY’S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.

4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the sewer improvements by April 24, 2006.  
(Project No. 468 84022).



## **Agenda Item 13**

City of Wichita  
City Council Meeting

March 21, 2006

Agenda Report No. 06-0275

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures  
Council Districts I

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the resolutions.

Background: On March 6, 2006, the Board of Code Standards and Appeals (BCSA) held a hearing on the following seven (7) properties. These properties are considered dangerous and unsafe structures, and are being presented to schedule a condemnation hearing before the Governing Body.

Analysis: Violation notices have been issued on these structures, however, compliance has not been achieved. Pre-condemnation and formal condemnation letters were issued and the time granted has expired. No action has been taken to repair or remove these properties.

Property Address	Council District
a. 525 North Mathewson	I
b. 1413 East 9th St.	I
c. 1132 North Grove	I
d. 1322 North Chautauqua	I
e. 1216 North Dellrose	I
f. 2920 East Stadium	I
g. 1735 East McFarland	I

Legal Considerations: These structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings, as required by State Statute for condemnation consideration.

Recommendations/Actions: Adopt the attached resolutions to schedule a hearing and place these matters on the agenda for a Hearing before the Governing Body on May 9, 2006 at 9:30 a.m. or as soon thereafter.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 44 AND 45, SHIRK'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, KNOWN AS 525 NORTH MATHEWSON MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 21st day of March 2006, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 9th day of May, 2006, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lots 44 and 45, Shirk's Addition to Wichita, Sedgwick County, Kansas, known as: 525 North Mathewson, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story frame dwelling about 24 x 45 feet in size. Vacant and open this structure has a cracking and shifting block foundation; rotted and missing wood lap siding; cracked and sinking concrete front porch; deteriorated rear wood porch; and the 12 x 18 foot accessory garage is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 21st day of March 2006.

\_\_\_\_\_  
Carlos Mayans, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

PUBLISHED IN THE WICHITA EAGLE ON \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: THE WEST 3 FT. OF LOT 16, AND ALL LOTS 17 AND 18, ON FRISCO, NOW 9TH STREET, TILFORD'S 2ND ADD., WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1413 E. 9TH ST. N. MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 21st day of March 2006, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 9th day of May, 2006, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at The West 3 ft. of Lot 16, and all Lots 17 and 18, on Frisco, now 9th Street, Tilford's 2nd Add., Wichita, Sedgwick County, Kansas, known as: 1413 E. 9th St. N., may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story frame dwelling about 30 x 45 feet in size. Vacant and open, this structure has a shifting and missing block foundation; broken and missing siding shingles; deteriorating composition roof; cracking concrete porches; and deteriorated and missing wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 21st day of March 2006.

\_\_\_\_\_  
Carlos Mayans, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 25 AND 27, BLOCK 6, ESTERBROOK PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, KNOWN AS 1132 N. GROVE MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 21st day of March 2006, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 9th day of May, 2006, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lots 25 and 27, Block 6, Esterbrook Park Addition to Wichita, Sedgwick County, Kansas, known as: 1132 N. Grove, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story frame duplex about 30 x 57 feet in size. Vacant for at least 5 years this structure has a cracking concrete foundation; deteriorated aluminum siding; cracking concrete front porch with missing steps; and rotted wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 21st day of March 2006.

\_\_\_\_\_  
Carlos Mayans, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

PUBLISHED IN THE WICHITA EAGLE ON \_\_\_\_\_  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 30 AND 32, ON MT. OLIVE, NOW CHAUTAUQUA AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, KNOWN AS 1322 NORTH CHAUTAUQUA MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 21st day of March 2006, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 9th day of May, 2006, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lots 30 and 32, on Mt. Olive, now Chautauqua Avenue, Fairmount Park Addition to Wichita, Sedgwick County, Kansas, known as: 1322 North Chautauqua, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story frame dwelling about 30 x 47 feet in size. Vacant and open, this structure has badly deteriorated brick veneer, with a large section collapsing; deteriorated composition roof; deteriorated concrete porches; deteriorated and missing wood trim; and the 12 x 24 foot accessory garage is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 21st day of March 2006.

\_\_\_\_\_  
Carlos Mayans, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

PUBLISHED IN THE WICHITA EAGLE ON \_\_\_\_\_  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 31 AND 32, BLOCK 8, COUNTRY CLUB HEIGHTS, WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1216 N. DELLROSE MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 21st day of March 2006, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 9th day of May, 2006, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lots 31 and 32, Block 8, Country Club Heights, Wichita, Sedgwick County, Kansas, known as: 1216 N. Dellrose, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one-story frame dwelling about 38 x 42 feet in size. Vacant and open, this structure has been damaged by fire. It has fire damaged and missing vinyl siding; badly fire damaged rear wall members; and the interior has been badly damaged by fire.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 21st day of March 2006.

\_\_\_\_\_  
Carlos Mayans, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 33, BLOCK 13, SHADYBROOK ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, KNOWN AS 2920 E. STADIUM MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 21st day of March 2006, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 9th day of May, 2006, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 33, Block 13, Shadybrook Addition to the City of Wichita, Sedgwick County, Kansas, known as: 2920 E. Stadium, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story frame dwelling about 30 x 30 feet in size. Vacant for 6 years, this structure has a cracking and shifting block foundation; cracking brick veneer; deteriorated composition roof with missing shingles; deteriorated wood trim; and the 14 x 20 foot garage is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 21st day of March 2006.

\_\_\_\_\_  
Carlos Mayans, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 7, BLOCK 6, DETWILER'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1735 E. MCFARLAND MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 21st day of March 2006, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 9th day of May, 2006, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at Lot 7, Block 6, Detwiler's Addition to Wichita, Sedgwick County, Kansas, known as: 1735 E. McFarland, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one-story frame dwelling about 40 x 24 feet in size. Vacant for 5 years, this structure has a cracking block foundation; badly deteriorated composition roof; deeriorated front porch; deteriorated attached carport; and rotted wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 21st day of March 2006.

\_\_\_\_\_  
Carlos Mayans, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk



## **Agenda Item No. 14**

CITY OF WICHITA  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0276

TO: Mayor and City Council Members

SUBJECT: Sidewalk Easement at 2400 North Jardine (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Grant the easement.

Background: On June 21, 2005, the City Council approved leasing a portion of the former Heartspring site at 2400 North Jardine to the Boys and Girls Club of South Central Kansas and TOP School North Charitable Foundation. These two organizations are building facilities to serve the community. As part of the agreements, the City committed to provide infrastructure improvements to support these projects. These improvements include work on the interior public streets that serve the site.

Analysis: In order to reconstruct and improve the interior streets, additional right of way is needed for sidewalk construction. While the City is the owner of the property, it is necessary that an easement be granted so that the right of way becomes public record in case ownership was to transfer at some time in the future. To accomplish this, the attached easement form has the City as owner formally granting an easement to the City at large.

Financial Considerations: There is no financial impact associated with granting the easement.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendation/Action: It is recommended that the City Council grant the easement and authorize all necessary signatures.

## **Agenda Item 15**

City of Wichita  
City Council Meeting  
March 21, 2006  
Agenda Report No. 06-0277

TO: Mayor and City Council Members

SUBJECT: Extension of Purchase of Service Agreement with Kansas Department of Social and Rehabilitation Services (SRS)

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve extension of SRS Provider Agreement and authorize the Mayor to sign.

Background: In March 2004, the City of Wichita entered into a purchase of service agreement with the Kansas Department of Social and Rehabilitation Services (SRS) for the City's Career Development Office (CDO) to provide employment preparation and job placement services to welfare recipients. The agreement can be extended for two one-year periods. The first extension was executed in March 2005. The state has offered the city a second extension at the same funding level.

Analysis: The CDO has worked with 666 welfare recipients between April 2005 and January 2006, with 237 active clients. The annual placement goal is 125. In the last ten months, 162 clients have been placed with an average wage of \$7.86 per hour and a retention rate of 90.6%.

Financial Considerations: The agreement of \$562,008.72 will cover the expenses of the CDO to provide services to welfare recipients of Sedgwick County and will not obligate general fund monies.

Legal Considerations: The Law Office has reviewed and approved the extension to the provider agreement.

Recommendation/Action: Approve SRS Provider Agreement extension and authorize the Mayor to sign.

## **Agenda Item No. 16**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0278

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments (All Districts)

INITIATED BY: Department of Environmental Services

AGENDA: Consent

Recommendation: Approve the assessments and ordinances.

Background: The Department of Environmental Services supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean up or mow private property that is in violation of environmental standards after proper notification of the responsible party. A private contractor performs the work, and Environmental Health bills the cost to the property owner.

Analysis: State law and city ordinances allow placement of the cleanup and mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and Environmental Health is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement and mowing contractors are paid through budgeted appropriations from the City's General Fund. Placement of special assessments provides for reimbursement of these expenditures to the City. Nuisance abatements to be placed on special assessment total \$108,313.11; weed mowing charges total \$18,713.28

Legal Considerations: These assessments are in accordance with Chapter 7.40.050 and 7.40.060 of the City Code.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

**Lot Clean Up:**

	<u>Amount</u>	<u>District No.</u>
1542 N. Battin	\$ 553.28	
1616 N. Holyoke	725.28	
1221 E. Alturas	308.80	
Vacant Lot East of 2552 S. Roosevelt (IE: 2560 S. Roosevelt)	986.73	3
Vacant Lot South of 1658 N. Hydraulic	630.86	1
2880 S. Davidson	793.18	3
1802 S. Broadway	1,250.33	3
554 N. Estelle	1,261.26	1
Vacant Lot East of 2514 E. Stadium	801.71	1
623-623 1/2 S. Martinson	626.15	4
621 S. Bleckley	1,087.88	3
1507 E. Fortuna	390.06	3
2446 N. Minnesota	390.06	1
1930 S. St Paul	613.15	4
3714 E. Countryside Plz	495.55	3
Vacant Lot East of 2711 E. Shadybrook	308.00	1
9743 E. Chamberlin	834.93	2
2201 S. Hiram	788.58	4
Vacant Lot South of 2058 N. Kansas	554.92	1
1612 N. Kansas	809.79	1
Vacant Lot North of 1821 S. Water	632.39	3
1812 S. Seneca	2,573.53	4
Vacant Lot North of 2620 N. Madison	721.62	1
3242 N. Brookfield	541.47	2
Vacant Lot North of 1712 N. Erie	1,008.47	1
1456 N. Piatt	1,371.51	1
1837 S. Bonn	885.02	4
Vacant Lot North of 1805 S. Mosley	793.67	3
Vacant Lot North of 1217 N. Ash	1,149.65	1
1054 N. Poplar	1,099.37	1
Vacant Lot West of 2509 E. Stadium	525.00	1
Vacant Lot South of 4543 S. Lulu	1,518.04	3
3453 S. Gold	1,349.45	4
1102 N. Poplar	748.30	1
Vacant Lot South of 1521 N. Madison	740.45	1
1513 N. Grove	762.39	1
Vacant Lot North of 2027 N. Estelle	530.63	1
1030 N. Minnesota	761.44	1
Vacant Lots Between 755 & 737 W. Hendryx	748.32	4
Vacant Lot South of 3681 Dunham	742.51	3
1635 S. Ida	483.00	3
Vacant Lot @ Southwest corner 27th N. & Chautauqua	1,169.32	1
2540 N. Fairview	511.30	6
918 W. Franklin	330.80	6
5433 E. Murdock	1,086.05	1

786 N. St Paul	\$ 734.28	6
Vacant Lot behind 701-709-711 E. Harry	1,017.43	3
352 N. Meridian	704.01	6
3979 E. Roseberry	529.90	3
3805 E. Longview	901.34	3
501 S. Chase	308.00	4
649 N. Terrace	875.47	1
361 N. Volutsia	984.51	1
3527 N. Fairview	730.58	6
621 N. Grove	757.14	1
3100 N. Park Place	935.78	6
2202 E. 9th	460.20	1
1320 N. Piatt	680.20	1
Vacant Lot North of 2355 N. Poplar	794.49	1
1111 N. Terrace	1,015.61	1
3021 N. Broadway	705.06	6
2811 N. Tyler	711.06	5
430 S. Callahan	1,209.85	5
Vacant Lot @ Northeast corner 8th & Green	942.73	1
Vacant Lot North of 1600 N. Lorraine	795.66	1
Vacant Lot South of 1312 S. Glenn	724.03	4
Vacant Lot South of 1150 N. Poplar	750.43	1
2103 S. Laura	853.82	3
1924 W. McCormick	904.43	4
2526 E. 8th	733.53	1
3221 S. Downtain	1,005.09	4
2952-2958 S. Davidson	766.59	3
304 S. Hydraulic	372.44	1
1541 S. St Francis	726.94	1
2843 E. Stadium	1,030.40	1
Vacant Lot North of 3131 S. Sayles	1,010.50	3
2367 N. Richmond	530.53	6
2208 N. Bullinger	717.70	6
553 S. Lightner	531.54	3
4953 E. Morris	787.60	3
916 N. Harding	809.65	1
1627 N. Green	1,136.01	1
2701 E. Mossman	911.48	1
Vacant Lot South of 1924 N. Hydraulic	707.17	1
Vacant Lot North of 1902 N. Hydraulic	707.17	1
1922 N. Spruce	2,797.68	1
2841 N. Park Place	1,155.56	6
2007 N. Estelle	716.78	1
2408 E. 12th	483.00	1
Vacant Lot South of 1228 N. Poplar	1,456.52	1
417 W. Funston	551.15	3
1642 S. Washington	497.75	3
1317 N. Ash	758.72	1
2216 N. Mascot	783.28	6
3255 S. Fern	1,071.57	4
1658 N. Estelle	463.80	1
352 S. Sheridan	724.57	6

Vacant Lot South of 2722-2726 S. Holyoke	935.94	3
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1215 S. Longfellow	\$ 463.80	2
653 N. Old Manor	808.45	1
2001 S. Glendale	908.11	3
4560 S. Meridian	1,147.34	4
Vacant Lot @ Northeast corner 32nd N. & Arkansas	988.81	6
4433 W. 3rd	796.60	6
2547 S. Victoria	770.74	3
211 N. Exposition	308.00	4
246 N. Martinson	308.00	4
224 N. Martinson	308.00	4
218 N. Martinson	308.00	4
1725 S. Palisade	677.16	4
Vacant Lot South of 713 N. Minneapolis	536.13	1
Vacant Lot North of 1603 N. Spruce	466.00	1
Vacant Lot @ Northeast corner 10th & Ash	524.93	1
1132 N. Cleveland	489.00	1
1802 N. Piatt	1,366.25	1
1446 N. Woodland	586.19	6
2320 N. Volutsia	705.93	1
4001 E. Vesta	515.13	1
1639 E. Alta	1,112.05	3
Vacant Lot East of 3115 E. Maplewood	689.98	1
1242 N. Volutsia	951.79	1
1021 N. Spruce	1,029.97	1
Vacant Lot North of 1226 N. Lorraine	1,027.40	1
853 N. Crestway	999.21	1
639 N. Grove	1,270.13	1
Vacant Lot North of 1848 N. New York	786.78	1
2405 W. Douglas	946.97	4
1858 N. Pennsylvania	1,126.33	1
1307 N. Kansas	1,024.92	1
710 S. Green	332.60	1
1127 E. 31st S	505.20	3
1046 N. Madison	518.67	1
1042 N. Madison	486.40	1
1511 N. Chautauqua	893.64	1
1547 N. Fairmount	<u>727.63</u>	1
TOTAL	\$108,313.11	

<b>Weed Mowing:</b> Description of Physical Location	<u>Amount</u>	<u>District</u>
V/H @ 11803 W. Jewell	\$ 111.64	4
V/H @ 2643 N. Poplar	111.64	1
V/L SW corner 19th & Hydraulic	548.00	1
O/H @ 1832 N. Minneapolis	111.64	1
V/L NW corner 15th & Kansas	111.64	1
V/H @ 1450 N. Green	111.64	1
V/H @ 1442 N. Green	111.64	1
V/L S of 1456 N. Piatt	111.64	1
V/H @ 2124 N. Parkwood	111.64	1
V/H @ 916 N. Harding	111.64	1
V/H @ 618 N. Ridgewood	111.64	1
V/H @ 1348 N. Terrace	111.64	1
V/H @ 3241 E. 12th	111.64	1
V/L SW corner 12th & Minnesota	118.00	1
V/L E of 2814 E. Mossman	111.64	1
V/Duplex @ 2812 E. Mossman	111.64	1
V/L SE cor 11th & Ash	111.64	1
V/L N of 1103 N. Ohio	111.64	1
V/L N of 402 N. Minnesota	111.64	1
V/H @ 4618 E. Gilbert	111.64	3
V/L E of 2121 W. Walker	111.64	4
O/H @ 2001 S. Erie	111.64	3
O/H @ 2107 S. Terrace	111.64	3
O/H @ 2176 S. Terrace	111.64	3
V/L W of 428 N. Lancaster	111.64	2
V/L @ W of 428 N. Lancaster	111.64	2
V/L @ W of 428 N. Lancaster	111.64	2
V/L S of 3320 N. Market	111.64	6
V/L N of 254 N. Baehr	111.64	6
V/L N of 1711 S. Eisenhower	156.00	4
RR row E of West St @ Pawnee	120.00	4
V/L S of 2650 N. Estelle	111.64	1
V/H @ 2637 N. Estelle	111.64	1
V/H @ 2626 N. Estelle	111.64	1
V/H @ 1612 N. Kansas	111.64	1
V/L S of 1437 N. Madison	111.64	1
V/L NE cor 11th & Estelle	111.64	1
V/L SE cor Murdock & Minneapolis	111.64	1
V/L S of 706 N. Piatt	111.64	1
V/H @ 1301 S. Emporia	111.64	1
V/H @ 1836 S. St Clair	111.64	4
V/H @ 1853 S. St Clair	111.64	4
V/H @ 2033 S. Wichita	111.64	3
V/H @ 2052 S. Washington	111.64	3
V/L SE cor Anita & St Paul	111.64	4
V/H @ 131 E. 44th S	111.64	4
V/H's @ 5255 S. Broadway	118.00	4
V/H @ 3373 E. Roseberry	111.64	3
V/H @ 1426 E. 31st S	111.64	3

O/H @ 2816 S. Mead	111.64	3
V/H @ 2355 S. Cypress	111.64	2
V/L behind 13500 Block of Buckskin & 1800 blk Triple Crown	188.00	2
V/H @ 533 N. Flora	101.64	4
O/H @ 3527 Fairview	101.64	6
V/L S of 2722 N. Fairmount	101.64	1
V/H @ 1848 N. New York	101.64	1
V/L NW cor 16th & Topeka	101.64	6
V/H @ 1520 N. Ash	101.64	1
V/H @ 1531 N. Minnesota	101.64	1
V/H @ 1748 N. Estelle	101.64	1
V/L SW cor 16th & Minnesota	101.64	1
V/H @ 1502 N. Pershing	101.64	1
V/L SE cor 8th & Harding	101.64	1
V/H @ 1128 N. Terrace	101.64	1
V/H @ 952 N. Terrace	101.64	1
V/H @ 939 N. Terrace	101.64	1
V/H @ 853 N. Crestway	101.64	1
V/L N of 1238 N. Green	101.64	1
O/H @ 2202 E. 9th	101.64	1
V/L N of 539 N. Madison	101.64	1
V/H @ 1312 N. Wabash	101.64	1
V/L SE cor Topeka & Pine	101.64	6
V/H @ 4407-4409 E. Bayley	101.64	3
V/H @ 1612 E. Bayley	101.64	1
V/H @ 2137 S. Emporia	101.64	3
V/H @ 1911 S. Pattie	101.64	1
V/H @ 927 W. Maxwell	101.64	4
V/L E of & behind 221 E. 47th S	440.00	4
V/H @ 2011 S. Parkwood	101.64	3
V/H @ 4020 E. Bellaire	101.64	3
V/L SW cor 61st N. & Sullivan	118.00	6
V/L NE cor 22nd & Erie	101.64	1
V/L SW cor 14th & Hillside	101.64	1
V/L btwn 1427 & 1437 N. Erie	101.64	1
V/L E of 2508 E. Mossman	101.64	1
V/H @ 215 N. Fern	101.64	4
V/H @ 331 N. Spruce	101.64	1
V/H @ 221 N. Spruce	101.64	1
O/H @ 600 S. Lorraine	101.64	2
O/H @ 2545 E. Sennett	101.64	4
V/H @ 1320 S. Pattie	101.64	1
V/H @ 1805 W. Campus	101.64	4
V/H @ 3323 W. Fernwood	101.64	4
V/H @ 1610 E. 43rd S	101.64	3
V/L E of 4437 S. Washington Ct	101.64	3
V/H @ 1250 E. Galena	101.64	3
V/L N of 2752 S. Vassar	101.64	3
V/L behind & E of 1652 S. Webb Rd	101.64	2
V/L SE cor Lincoln & Webb	118.00	2
V/L S of SE cor Lincoln & Webb	101.64	2
V/L btwn 1600 & 1614 N. Lorraine	101.64	1



V/L W of 2528 E. Mossman	101.64	1
O/H @ 7915 W. Nantucket	111.64	5
V/L btwn 3516 & 3544 N. Fairview	111.64	6
V/H @ 2611 N. Lorraine	111.64	1
V/L btwn 1728 & 1738 N. Estelle	111.64	1
V/L S of 1627 N. Estelle	111.64	1
V/H @ 1547 N. Estelle	111.64	1
V/L N of 1522 N. Estelle	111.64	1
V/H @ 1433 N. Estelle	111.64	1
V/H @ 1238 N. Green	111.64	1
V/H @ 1055 N. Green	111.64	1
V/H @ 1025 N. Estelle	111.64	1
V/L @ S of 1021 N. Estelle	111.64	1
O/H @ 1050 S. Fern	111.64	4
V/H @ 1900 S. Vine	111.64	4
V/L N of 5110 S. Seneca	170.00	4
V/L @ E of 15319 E. Castle	111.64	2
O/H @ 1044 S. Clifton	111.64	3
V/L btwn 520 & 526 N. Poplar	111.64	1
O/H @ 427 N. Oliver	111.64	2
V/H @ 6121 E. Indianapolis	111.64	3
O/H @ 1052 S. Meridian	111.64	4
V/L btwn 1904 & 1918 W. Walker	111.64	4
O/H @ 1855 S. Palisade	111.64	4
V/H @ 1811 W. Campus	111.64	4
O/H @ 2337 S. Mosley	111.64	3
V/L N of 2149 N. Waco	111.64	6
V/L @ N of 1702 N. Madison	111.64	1
V/L S of 1446 N. Estelle	111.64	1
V/H @ 2612 E. 13th	111.64	1
V/H @ 1451 N. Broadview	111.64	1
V/H @ 2216 E. Murdock	111.64	1
V/L S of 1311 N. Piatt	111.64	1
V/H @ 1340 N. Piatt	111.64	1
V/H @ 1308 N. Minneapolis	111.64	1
V/L behind 1349 N. Minnesota	111.64	1
V/H @ 644 S. Poplar	111.64	1
V/Bldg @ 1200 S. Broadway	111.64	1
V/L S of SE cor Lincoln & St Francis	111.64	1
V/L btwn 1207 & 1217 S. St Francis	111.64	1
V/H @ 1828 S. Santa Fe	111.64	3
V/H @ 2207 W. McCormick	111.64	4
V/L SW cor Orient & Vine	111.64	4
O/H @ 4901 E. Funston	111.64	3
V/duplex @ 3117 S. Davidson	111.64	3
V/H @ 1630 N. Estelle	111.64	1
V/L N of 1425 N. Grove	111.64	1
V/L S of 1235 N. Ash	111.64	1
V/H @ 1258 N. Green	111.64	1
V/H @ 1022 N. Green	111.64	1
V/L SE cor 11th & Market	111.64	6

V/L btwn 1319 & 1333 N. Main	111.64	6
O/H @ 723 S. Chautauqua	111.64	1
O/H @ 729 S. Chautauqua	111.64	1
O/H @ 737 S. Chautauqua	111.64	1
V/L N of 1306 S. Sedgwick	111.64	4
V/H @ 1134 S. Gordon	111.64	4
RR row across from 1316 S. St Paul, NE to Irving & Gordon	120.00	4
V/L btwn 532 & 540 All Hallows	111.64	4
V/H @ 5330 W. 2nd	111.64	4
V/H @ 1919 S. Denene	111.64	4
V/H @ 1708 W. Lockwood	<u>111.64</u>	4
TOTAL	\$18,713.28	

ORDINANCE NO.

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (LOT CLEAN UP) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this 28th day of March, 2006.

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Carlos Mayans, Mayor

ATTEST:

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Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

ORDINANCE NO.

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF CUTTING WEEDS IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2006:

SECTION 2. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this 28thth day of March, 2006.

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Carlos Mayans, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

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Gary E. Rebenstorf, Director of Law

## **Agenda Item No. 17**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0279

TO: Mayor and City Council

SUBJECT: Irrigation Systems Replacement and Upgrade (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the Project.

Background: The City has invested heavily into irrigation systems for Kellogg expansion, parks, and right-of-ways in the past fifteen years for improved visual image of landscaping and safety of athletic fields. Renovation and updating of central controls and system components is necessary to maintain operational and efficient irrigation systems, to maintain compliance of new city and state codes for protection of the city's potable water through backflow prevention, and to protect the investment in landscaping with fully operational irrigation systems. Irrigation system expansion and new irrigation systems will also eliminate costly and inefficient manual watering in several areas.

The City has extensive irrigation systems with over 190 irrigation controllers, over 1,800 irrigation valves, and over 22,000 irrigation heads scattered throughout the city parks and rights-of-way.

Analysis: The largest investment in irrigation systems and landscaping has been along the Kellogg corridor. This extensive system contains over 30 controllers, 500 valves and 10,000 irrigation heads. The central irrigation control system is currently a Toro Irrinet system that has become obsolete, with no local technical support, and is inoperable in several locations. It is in need of replacement with a central irrigation control system that will allow for expansion for added highway and park applications, and for irrigation management for water conservation.

A request for proposal has been developed for an updated central irrigation control system for Kellogg. Maintenance and operation of existing irrigation systems will be the first priority for investment. Remaining funds will be invested in expanded irrigation systems in Riverside Park, South Lakes Sports Complex, and other athletic fields.

Financial Considerations: The Park Capital Improvement Plan includes \$200,000 in both 2005 and 2006 for irrigation system renovation and replacement. The funding source is General Obligation bonds.

Legal Considerations: The Law Department has approved the Resolution as to form.

Recommendation/Action: It is recommended that the City Council (1) approve the Resolution, (2) authorize initiation of the project, and (3) authorize the necessary signatures.

## **Agenda Item No. 18**

CITY OF WICHITA  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0280

TO: Mayor and City Council

SUBJECT: Park Lighting (District IV)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the bonding resolution and authorize initiation of the project.

Background: In keeping with the recent approved Safe and Secure Community Goal approved by City Council, the Park and Recreation Department strives to improve night time use of park facilities and recreation centers through these various lighting projects.

Analysis: The 2006 Park Capital Improvement Program (CIP) includes \$100,000 for the placement of outdoor lights in new and existing parks and replacement of damaged light fixtures at existing parks, park facilities, and recreation centers. Funding will provide for improvements to West Douglas Park athletic fields.

Financial Considerations: The 2006 Park CIP includes \$100,000 for the construction and replacement of park lighting at City parks, park facilities, and recreation centers. The funding source is general obligation bonds.

Legal Considerations: The Law Department has approved the Resolution as to form.

Recommendation/Action: It is recommended that the City Council 1) approve the bonding resolution, 2) authorize initiation of the project, and 3) authorize all necessary signatures.

## **Agenda Item No. 19**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0281

TO: Mayor and City Council

SUBJECT: Childcare Licensing Grant Application

INITIATED BY: Department of Environmental Services

AGENDA: Consent

Recommendation: Authorize the grant application.

Background: The Environmental Services Department conducts inspections of childcare facilities and provides education for childcare providers within Sedgwick County on behalf of the Kansas Department of Health and Environment. KDHE provides an annual grant to fund these activities, and has solicited Environmental Health's application for state fiscal year 2007 (July 1, 2006 through June 30, 2007) funding.

The grant application deadline was March 15, 2005. Under authority of City of Wichita Administrative Regulation No. 2.4, the City Manager is authorized to submit the grant application where delay would invalidate the grant application.

Analysis: The City has conducted childcare licensing and education services for in excess of thirty years, providing a local point of contact for citizens and providers. Local operation of the program also enhances coordination with other agencies involved, such as the Fire Department and Office of Central Inspection. Environmental Services staff members enforce state regulations and utilize state enforcement mechanisms, as appropriate.

Financial Considerations: The grant request for state fiscal year 2007 totals \$334,000. The program is also supported by the City's General fund in the amount of \$146,214; the local contribution is largely offset by inspection fees, which are estimated at \$139,000 for state fiscal year 2007. If State funding and locally generated fees are received as projected, grant funding and user fees will cover all but \$7,214 of the total program cost of \$480,214.

Legal Considerations: The grant award will be reviewed by the Department of Law upon receipt for approval as to form, and submitted to the Council for acceptance.

Recommendations/Actions: Authorize the grant application.

**AGENDA ITEM NO. 20**

CITY OF WICHITA  
City Council Meeting

March 21, 2006

Agenda Report No. 06-0282

TO: Mayor and City Council Members

SUBJECT: Weapons Destruction

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Receive and file the report.

Background: The Police Department has requested authorization to destroy several weapons which have been confiscated in criminal activity but are no longer needed as evidence.

Analysis: City Code provides that weapons seized in connection with criminal activity shall be destroyed or forfeited to the Wichita Police Department for use or sale. All transactions involving weapon disposal must have prior approval of the City Manager. Lists of weapons being destroyed have been provided (attached), and includes Exhibit A – 49 long guns and 73 handguns. The destruction of the weapons will be witnessed and monitored by Staff.

Financial Considerations: None.

Legal Considerations: Upon review by the City Council, the necessary court documents will be prepared to proceed with destruction of the listed weapons.

Recommendations/Actions: It is recommended that the City Council receive and file the list of weapons.



## **Agenda Item No. 21**

CITY OF WICHITA  
City Council Meeting

March 21, 2006

Agenda Report No. 06-0283

TO: Mayor and City Council Members

SUBJECT: Settlement of Sealpak Condemnation Appeal (Dist. 5)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$151,000.00 in settlement of the condemnation appeal (Case No. 02 C 3037).

Background: In 2002 the Council authorized the acquisition by eminent domain of Sealpak's Hoover Road property in connection with the project to improve Hoover Road between Kellogg and K-42. The court appointed appraisers awarded the owner \$450,000 for the property and the City paid this amount into court. The owner appealed. After a trial the jury awarded the owner \$710,000. The City appealed to the Supreme Court of Kansas. The City won the appeal and the case was returned to the district court for a retrial.

Analysis: During preparation for the trial of this matter, the owner offered to settle its appeal if the City would pay an additional \$151,000.00. This would result in a total payment to the owner for the property of \$601,000. The City's outside counsel estimated that the costs of proceeding with the trial would be close to \$30,000 and concluded that there was a significant risk that the jury award in the retrial and the trial expenses would likely exceed \$600,000.

Financial Considerations: The cost of acquiring this property will be paid out of the Hoover Road project.

Legal Considerations: Both outside counsel and the Law Department believe that it is likely that the City would be obligated to pay more than \$600,000 in damage award and costs after a retrial. Both recommend acceptance of the owners offer to settle the matter for \$601,000.

Recommendations/Actions: Authorize payment of an additional \$151,000.00 in full settlement of the pending condemnation appeal, Case No. 02 C 3037.

(Item 22 Pulled 03-17-06)

**Agenda Item No. 22**

This Item pulled from Agenda before City Council Meeting

SUBJECT: Repair and Refurbishment of Jayhawk USA 9

## **Agenda Item No. 23**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0285

TO: Mayor and Members of the City Council

SUBJECT: 2005 – 2006 Fire Apparatus Replacement Program (Districts I, III, IV, V, and VI)

INITIATED BY: Wichita Fire Department

AGENDA: Consent

Recommendation: Adopt the bonding resolution and authorize initiation of the project.

Background: The Fire Department heavy equipment fleet consists of 33 pieces of front-line equipment, including five aerial platforms, 16 engines (pumpers), six quints, one heavy rescue, two mobile air trucks, one tender, one hazardous materials truck and one command vehicle. To ensure service readiness at all times, accommodate training needs and maintain the City's fire insurance (ISO) rating, the fleet also includes seven reserve units, for a total of 40 fire heavy apparatus. With an average service life ranging from 10 to 20 years, several pieces of equipment must be replaced each year in order to maintain fire protection capabilities and keep the fleet current.

Analysis: The 2005 – 2014 Capital Improvement Program (CIP) includes funds in 2005 and 2006 to replace fire apparatus. Five engines are programmed for replacement each year, for a total of ten engines scheduled to be replaced. Equipment is required to properly outfit these vehicles for fire protection services, such as fire hose, hose reels, rescue tools and hand-held lights. Finally, if funds are available, staff proposes investing in a storage structure for vehicles and equipment at the Training Grounds. Due to the increased pace of training and new equipment purchases, more space is needed for storage and staging.

Fire apparatus orders have a long lead time, about six to eight months from order to delivery. By placing the order now, half of the apparatus would be delivered in the Fall and half later in the year, and should begin to come on-line before year-end 2006. Due to the number of units being delivered, not all of the trucks could be placed into front-line service simultaneously. However, staff will work diligently to place units on track as quickly as possible.

Financial Considerations: The estimated project cost of \$5,434,000 is included in the Adopted 2005 – 2014 CIP. The funding source is General Obligation Bonds.

Legal Considerations: The Law Department has approved the bonding resolution as to legal form.

Recommendation/Action: It is recommended that the City Council approve the project, adopt the bonding resolution and authorize all necessary signatures.

## **Agenda Item No. 25**

City of Wichita  
City Council Meeting

March 21, 2006

Agenda Report No. 06-0241a.

TO: Mayor and City Council Members

SUBJECT: Bond Counsel Professional Legal Services

INITIATED BY: Department of Law

AGENDA: Unfinished Business

Recommendation: Select law firm as the City's Bond Counsel.

Background: As the contract for the City's bond counsel came to the end of its term in 2005, a Request for Proposals was promulgated and five law firms responded with proposals to be the City's bond counsel. The responses were referred to the Bond Counsel Review Committee for review. The Committee is comprised of the Finance Director, Housing and Community Services Director, Airport Director, City Attorney and a Senior Assistant City Attorney. The Bond Counsel Review Committee interviewed all five of the law firms and herewith submits its recommendation to the City Council.

Analysis: The City employs a law firm to provide bond counsel services to the City and its agencies (Airport Authority and the Public Building Commission). Bond counsel provides professional legal services in connection with the issuance and sale of general obligation bonds, general obligation refunding bonds, utility revenue bonds, utility revenue refunding bonds, and temporary notes. The City's Bond Counsel serves as bond counsel for industrial revenue bond issues, except in limited situations.

The Bond Counsel Review Committee recommends the firm of Kutak Rock, LLC. as the law firm that would provide the greatest benefit to the City as bond counsel. The recommendation for the Kutak Rock firm is based on the firm's bond counsel experience, handling of conflicts of interest, record of professionalism and quality legal services, accessibility and responsiveness to clients, understanding of the City's contract objectives, experience and expertise of the firm in bond counsel work, the quality of professional assigned staff, adequacy of resources, ability to provide bond counsel services on a timely basis, a favorable fee structure, and additional information obtained in the interview process.

Financial Considerations: An agreement outlining the services, compensation schedule and expenses for the City's bond counsel will be negotiated with the firm selected by the City Council.

Legal Considerations: The Department of Law will draft the Agreement for Professional Services for bond counsel.

Recommendations/Actions: Select the law firm of Kutak Rock L.L.C. as the City's bond counsel and authorize the staff to negotiate an Agreement for Professional Services to be returned to the Council for approval.

## **Agenda Item No. 26**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0286

TO: Mayor and City Council Members

SUBJECT: Land for El Zocolo (District VI)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Authorize staff to develop an agreement allowing El Zocolo, a not-for-profit organization to build a facility in the southeast quadrant of Evergreen Park.

Background: In August of 2004, El Zocolo Board of Directors and their members of this Not-For-Profit in the north central section of the City approached the Park Advisory Board with a proposal to demolish the old bath house at North Woodland Park currently being used as the site for La Familia Senior Services Center and build a new facility for El Zocolo. This not-for-profit organization has four founding member organizations; they are the Institute for Minority Health, Education and Research (IMHER), Service, Employment and Redevelopment Corporation (SER), La Familia, and United Methodist Outreach Service (UMOS). They provide health screening and other related assistance to seniors and underprivileged in the north central section of the City. Although the Park Advisory Board applauded the concept of what El Zocolo was doing, they felt that North Woodland Park was not a good site for the building size that is needed. The Park Advisory Board asked staff to seek out other land and opportunities that might accommodate this worthwhile community project. The Park Department attempted to secure other private property in the area, but was unsuccessful.

Analysis: Evergreen Park is a large facility at 25th Street North and Arkansas, which provides synergy for City Services. Those services are the library, neighborhood city hall, and recreation programs. The addition of El Zocolo will expand existing services to the surrounding community by offering job training, health screenings, and other faith-based programs. The visual and aesthetic impact of a new building at this site will be minimal compared with that of North Woodland Park.

The Park Board at their February 13, 2006 meeting voted to recommend to the City Council that they approve the creation of a Memorandum Of Understanding (MOU) with El Zocolo to establish their intent to use the land in Evergreen Park to build a new facility. This MOU will allow El Zocolo to complete their fund raising and planning, with a specific time limit of 24 months maximum. Once El Zocolo has secured all their financing for the project, a written lease will be prepared allowing a long-term use of the land, at which time construction on the facility can begin.

It was further recommended by the Park Board that the loss of green space in Evergreen Park can be replaced with the removal of the old bath house in North Woodland Park as well as dedicating city owned river bank at 18th street north and the Arkansas River.

Financial Considerations: There are no City funds being used in the construction of this facility.

Legal Considerations: Agenda item approved as to form.

Recommendation/Action: It is recommended that the City Council (1) authorize the use of a portion of Evergreen Park for the creation of a facility for El Zocolo, a not-for-profit organization (2) authorize staff to create an Memorandum of Understanding (MOU) that allows El Zocolo to complete their fund raising, and (3) authorize staff to create a long term lease that would be brought back to council for their approval once all funds are in place for construction.

**ADDENDUM**

**Agenda Item No. 26A**

City of Wichita

City Council Meeting

March 21, 2006

Agenda Report No. 06-0316

TO: Mayor and City Council

SUBJECT: Public Hearing for Issuance of Educational Facilities Revenue and Refunding Bonds (Friends University Project) (District IV)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendations: Close the public hearing and adopt the Resolution.

Background: The Kansas Independent College Finance Authority (KICFA) is organized as a separate legal entity by its member cities pursuant to the Kansas Constitution and the Kansas Interlocal Cooperation Act, and is authorized to issue bonds or notes for the purpose of making loans to independent colleges and universities to finance, refinance and reimburse the costs of educational facilities and working capital funds and related costs. KICFA is proposing to issue its tax-exempt Educational Facilities Revenue and Refunding Bonds in the aggregate principal amount of \$8,200,000, on behalf of Friends University. KICFA and Friends University are requesting City Council approval for the issuance of Bonds. To satisfy the federal tax code, it is necessary to hold a TEFRA Hearing prior to approving the issuance of the bonds.

Analysis: Friends University is a four-year liberal arts university, was founded in 1898, and is a Kansas not-for-profit corporation, located at 2100 W. University Street in west Wichita. The University has a full-time faculty of 74, 62% of whom have earned their Ph.D. degree. The University employs other instructors and adjunct professors who do not possess faculty rank, but are educationally and professionally qualified. For the 2005-2006 school year, the University had 2,476 full-time equivalent students enrolled. The University operates its programs at its Wichita campus and other locations within the State of Kansas and at facilities in Independence, Missouri.

The bond proceeds will be used, along with other funds, for the purpose of paying the costs of acquiring, constructing, furnishing and equipping a student residential and related educational facilities, of installing software for a Enterprise Resource Planning program for the university and of redeeming certain outstanding KICFA bonds. The new residential facilities will consist of 3 apartment buildings located at the corner of Mentor and Glenn Streets, designed to accommodate 50 students. Other facility improvements include upgrades of athletic facilities and roof replacement at an existing dormitory.

Under federal law, the governing body of the political jurisdiction in which the project is to be located must approve the issuance of the bonds following a public hearing. A notice of the hearing must be published at least 14 days in advance of the hearing.

Financial Considerations: There is no financial impact on the City.

Legal Considerations: The publication of the hearing was published in the Wichita Eagle on March 7, 2006. The notice of public hearing and an approving resolution were prepared by Gilmore & Bell, LLC, bond counsel to the Kansas Independent College Finance Authority, and approved as to form by the City Law Department.

Recommendation/Actions: It is recommended that the City Council close the public hearing, adopt the Resolution, and authorize necessary signatures.



(Item 27 Pulled 03-17-06)

**Agenda Item 27**

This Item pulled from Agenda prior to City Council Meeting

SUBJECT: Rate Structure for Golf Courses (All Districts)

## **Agenda Item No. 28**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0288

TO: Mayor and City Council Members

SUBJECT: Ridge and Maple Intersection Improvement (District V)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the revised project budget.

Background: On August 16, 2005, the City Council approved a project to improve the intersection of Ridge and Maple. It has since been determined that the amount of existing paving that should be removed and replaced, rather than patched, is much greater than originally anticipated. Federal Grants administered by the Kansas Department of Transportation are available to pay the increased cost. An amending Ordinance has been prepared to increase the project budget.

Analysis: The project will reconstruct the intersection to provide dual left turn lanes at all four approaches to the intersection. The traffic signal system will be upgraded.

Financial Considerations: The current budget is \$1,700,000 with \$500,000 paid by the City and \$1,200,000 by Federal Grants administered by the Kansas Department of Transportation. The funding source for the City share is General Obligation Bonds. The proposed increased budget is \$2,230,000 with \$500,000 paid by the City and \$1,730,000 paid by Federal Grants.

Legal Considerations: The Law Department has approved the amending Ordinance as to legal form.

Recommendations/Actions: It is recommended that the City Council approve the revised budget, place the amending Ordinance on First Reading and authorize the signing of State/Federal agreements as required.

ORDINANCE

AN ORDINANCE AMENDING ORDINANCE NO. 46-652 OF THE CITY OF WICHITA, KANSAS DECLARING THE INTERSECTION OF RIDGE AT MAPLE (472-84258) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 3 of Ordinance 46-652 is hereby amended to read as follows:

“SECTION 3. The costs of the construction of the above described improvements is estimated to be Two Million Two Hundred Thirty Thousand Dollars (\$2,230,000) exclusive of the cost of interest on borrowed money, with \$500,000 paid by the City of Wichita and \$1,730,000 paid by Federal Transportation Grants. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 2. The original of SECTION 3 of Ordinance No. 46-652 is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, \_\_\_\_\_2006.

\_\_\_\_\_  
Carlos Mayans, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk  
(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

## **Agenda Item No. 29**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0289

TO: Mayor and City Council Members

SUBJECT: City/County Agreement for Sanitary Sewer and Water Improvements along 13th St., between K-96 Expressway and 159th St. East (District II)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the City/County Agreement.

Background: Sedgwick County is planning to award a construction contract this spring to improve 13th St., between K-96 Expressway and 159th St. East. The area is served by Wichita sanitary sewer and water distributions systems. Portions of those systems should be extended in advance of the County paving project to avoid the need to bore under new pavement in the future.

Analysis: The County has agreed to construct the sanitary sewer and water improvements in conjunction with the paving project, with the City paying for the cost of the sewer and water lines. The County's design engineer and P.E.C. will provide construction plans. A City/County Agreement has been prepared to authorize the work.

Financial Considerations: The estimated cost of the sanitary sewer project is \$750,000, with the total paid by the Sewer Utility. The estimated cost of the water project is 550,000, with the total paid by the Water Utility.

Legal Considerations: The City/County Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the City/County Agreement and authorize the necessary signatures.

## **Agenda Item No. 30**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0290

TO: Mayor and City Council Members

SUBJECT: City/County Agreement to Improve 21st St., between the K-96 Expressway and 159th St. East (District II)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the City/County Agreement.

Background: Sedgwick County has obtained Federal Funds in the amount of \$2,600,000 from the 2005 Federal Highway Bill to improve 21st St., between the K-96 Expressway and 159th St. East. Because of the rapid pace of development within the corridor, most of the roadway has or will be soon annexed into the City of Wichita. As a result, the County has asked that the city take over responsibility to construct the project. A City/County Agreement has been developed that formally transfers responsibility to the City.

Analysis: The County agrees to complete its design agreement with Professional Engineering Consultants (PEC) for the preparation of construction plans and assign the earmarked Federal funding in the amount of \$2,600,000 to the City. The City's responsibility will be to annex the remaining roadway, provide local funding and administer construction on the project.

Financial Considerations: The City's current Capital Improvement Program (CIP) includes funding in 2009 to improve 21st St., between K-96 Expressway and 143rd St. East. \$50,000 is requested at this time for the cost of plan modifications needed to conform to the City's construction plan format. The funding source is General Obligation Bonds and is available from under expenditures in other design projects. The project budget contained in the CIP is \$3,700,000 with \$500,000 paid by General Obligation Bonds and \$3,200,000 by Federal Grants. Funding to expand the project to 159th St. East will be programmed as part of the development of the next CIP. It is expected that additional Federal Grants will be available at that time.

Legal Considerations: The City/County Agreement and Ordinance have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the City/County Agreement, place the Ordinance on First Reading and authorize the necessary signatures.

\*Attachments included; City/County Agreement and Ordinance

## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between Sedgwick County, Kansas, hereinafter referred to as "County" and the City of Wichita, Kansas, hereinafter referred to as "City."

### WITNESSETH:

WHEREAS, County and City are authorized to enter into an agreement pursuant to K.S.A. 12-2908, as amended; and

WHEREAS, County and City desire to make certain improvements to 21st St. N. between K-96 and 159th St. East; and

WHEREAS, County has obtained earmarked federal funding for the improvements in the 2005 Federal Highway Bill; and

WHEREAS, County desires that City construct the said improvements;

NOW, THEREFORE, for and in consideration of the parties' mutual promises and covenants, it is agreed as follows:

1. The purpose of this Agreement is to provide for the construction and financing of street improvement work by City on a portion of 21st St. N. that lies partially within the corporate limits of the City and partially within the unincorporated area of the County. The improvements will consist of widening 21st St. to at least a four lane urban section with curb and gutter and storm sewers.
2. The Improvements shall be completed and financed in the following manner:
  - A. County agrees to pay for design up to the amount approved in County's existing agreement with Professional Engineering Consultants.
  - B. County agrees to acquire and pay for all costs of right of way on the portion of the project east of 143rd St. East.
  - C. City agrees to pay for all costs of design over and above the County's cost as outlined above, utility relocation, construction, construction engineering and any other project costs that might be incurred.
  - D. City agrees to acquire and pay for all costs of right of way on the portion of the project west of 143rd St. East.
  - E. The County agrees to assign the earmarked federal funding in the amount of \$2,600,000 to City which may be used for any eligible project costs incurred by City.
3. The City shall have final authority in regard to the bidding, contracting and administration of the project; and City shall be responsible for all legal and engineering matters concerning the Improvements.
4. City must improve the entire section of 21st St. N. from K-96 to 159th St. East. If required in order to be eligible to use the earmarked federal funds, City shall annex the entire project prior to construction.

5. City shall accept the Improvements by permitting the same to be open to public travel and, upon such opening; City shall thereafter assume all liability for maintenance and repair. The agreement of City for maintenance and repair of the improvements shall survive the termination of this Agreement.

6. To the extent permitted by law, City does hereby release, discharge, indemnify and hold harmless the County, its agents, servants and employees from any and all liability and damages of whatsoever nature and arising from whatsoever cause, relating to and arising from errors and omissions from the design of the project or from errors and omission resulting from construction means and methods used in the construction of the project. This release and indemnity shall survive termination of this agreement.

7. The duration of this Agreement is until the completion of the Improvements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

THE CITY OF WICHITA, KANSAS

\_\_\_\_\_  
BEN SCIORTINO,  
Chairman, Fifth District

\_\_\_\_\_  
CARLOS MAYANS  
Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
DON BRACE,  
County Clerk

\_\_\_\_\_  
KAREN SUBLETT  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT W. PARNACOTT,  
Assistant County Counselor

\_\_\_\_\_  
GARY E. REBENSTORF  
City Attorney

## **AGENDA ITEM NO. 31**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0291

TO: Mayor and City Council Members

SUBJECT: Petitions to Renovate Building Facades at 1409 E. Douglas and 111 Ellis  
(District I)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petitions.

Background: On March 20, 2001, the City Council approved a Facade Improvement Program designed to provide low-cost loans to enhance the visual aesthetics in the downtown area and provide an incentive for businesses to improve their property. Low interest, fifteen-year loans are provided to owners of buildings with frontage on Douglas Avenue, between Seneca and Washington. Up to two facades per building can be improved with 25% of the cost up to \$30,000 in the form of a forgivable loan. The owner of buildings located at 1409 E. Douglas and 111 Ellis has submitted the required Petitions. The signature on the Petitions represents 100% of the improvement districts. Because the buildings are not located within the facade program activity area, a partial waiver of the facade regulations will be required.

The projects have received approval of the Art and Design Board, Design Review Committee of the Historic Preservation Board and the Development Coordinating Committee.

Analysis: The facade projects will renovate the storefronts to their original appearances, with new windows, doors and awnings. Attached are drawings that generally depict what the buildings will look like once the work is completed.

Financial Considerations: The project budget for each building is \$34,000, with \$25,500 paid by special assessments and \$8,500 by a forgivable loan. The City Council has allocated \$350,000 for the forgivable loan component of the program. Seventeen projects have been approved to date with forgivable loans totaling \$254,158. If these projects are approved, \$78,842 will be left in the program.

Legal Considerations: State Statutes provide the City Council authority to use Special Assessment funding for the projects. Approval of the Petition does not relieve the owner of requirements to obtain all necessary permits and reviews by applicable City Boards.

Recommendation/Action: It is recommended that the City Council waive the building location requirement, approve the Petitions, adopt the Resolutions, approve the Facade Easements and authorize the necessary signatures.



RESOLUTION NO.

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING FACADE IMPROVEMENTS AT 1409 E. DOUGLAS (SOUTH OF DOUGLAS, EAST OF WASHINGTON) 472-84381 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING FACADE IMPROVEMENTS AT 1409 E. DOUGLAS (SOUTH OF DOUGLAS, EAST OF WASHINGTON) 472-84381 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct facade improvements at 1409 E. Douglas (south of Douglas, east of Washington) 472-84381.

Said improvements shall be constructed of material in accordance with plans and specifications approved by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Thirty-Four Thousand Dollars (\$34,000) exclusive of the cost of interest on borrowed money, with 75 percent payable by the improvement district and 25 percent by the City at Large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2006, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

HYDE'S ADDITION: Lots 167 and 169 on Douglas Avenue

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 6. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 7. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, \_\_\_\_\_

\_\_\_\_\_  
CARLOS MAYANS, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK  
(SEAL)

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING FACADE IMPROVEMENTS AT 111 ELLIS (SOUTH OF DOUGLAS, EAST OF WASHINGTON) 472-84382 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING FACADE IMPROVEMENTS AT 111 ELLIS (SOUTH OF DOUGLAS, EAST OF WASHINGTON) 472-84382 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct facade improvements at 111 Ellis (south of Douglas, east of Washington) 472-84382.

Said improvements shall be constructed of material in accordance with plans and specifications approved by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Thirty-Four Thousand Dollars (\$34,000) exclusive of the cost of interest on borrowed money, with 75 percent payable by the improvement district and 25 percent by the City at Large. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2006, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

#### TRACT

A tract described as commencing 136 1/2 feet south of the southwest corner of Douglas Avenue and Ellis Street, thence south 75 feet; thence west 140 feet; thence north 75 feet; thence east 140 feet to the point of beginning, all in Wichita, Kansas.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 6. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 7. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, .

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CARLOS MAYANS, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

## **Agenda Item No. 32**

CITY OF WICHITA  
City Council Meeting

March 21, 2006

Agenda Report No. 06-0292

TO: Mayor and City Council Members

SUBJECT: Speed Limit Ordinance amendment, Section 11.96.010

INITIATED BY: Department of Law, Police Department, Traffic Engineer

AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: City of Wichita Ordinance 11.24.040 requires an engineering and traffic investigation to determine speed limits that are safe for operation of vehicles. The Traffic Engineer is assigned the task of conducting traffic studies on streets within the corporate limits of the City of Wichita, and designating the maximum speed for vehicles operating on the streets and roadways of the City of Wichita. The speeds determined by the traffic study for safe operation must be designated in City of Wichita Ordinance 11.96.010. Due to the creation of new streets within the corporate limits of the City of Wichita, as well as updated investigations or studies on existing streets, City of Wichita Ordinance 11.96.010 must be amended to conform with results of the studies for safe operation. City of Wichita Ordinance 11.96.010 must reflect the designated safe speed for enforcement and prosecution of violations.

Analysis: Amendment to City of Wichita Ordinance 11.96.010 would designate safe speed for operation of vehicles on the streets of the City of Wichita, in compliance with City of Wichita Ordinance 11.24.040. The speeds designated by City of Wichita Ordinance 11.96.010 are posted. The Wichita Police Department enforces the designated speeds.

Financial Considerations: None.

Legal Considerations: The ordinance amendment has been prepared and approved as to form by the Law Department.

Recommendations/Actions: Place the ordinance on first reading.

AN ORDINANCE AMENDING SECTION 11.96.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS  
PERTAINING TO SPEED LIMITS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. 11.96.010 of the Code of the City of Wichita, Kansas, shall read as follows:

11.96.010 Speed limits.

In accordance with the provisions of Section 11.24.040 of this code, and when signs are erected giving notice thereof, the maximum speed limit, except as provided for in Section 11.20.150, should be as set forth in this schedule upon those streets or portions thereof, or areas of street system and at the time specified herein.

**Maximum Speed Limits  
Miles Per Hour**

**A. Areas of Street Systems Affected:**

All other streets within the city limits other than those listed within subsection B of this section.....30

**Max.**

**B. Name of Street and Portion Affected:**

Airport Road from Kellogg Avenue to  
Harry Street.....40

Amidon Avenue from Thirty-third Street  
North to Twenty-ninth Street.....40

Amidon Avenue from Twenty-ninth Street  
North to Twenty-first Street North .....35

Amidon Avenue from Twenty-first Street to  
Seventeenth Street extended .....40

Arkansas Avenue from Twenty-ninth Street  
North to Forty-sixth Street North.....35

Arkansas Avenue from Forty-sixth Street North to north city limits.....40

**Armour Drive from Douglas Avenue to Lincoln Street.....35**

Broadway Avenue from the north city  
limits to the south city limits:

1. From the north city limits to Twenty-  
first Street North .....40
2. From Pawnee Avenue to Patterson  
Avenue .....35
3. From Patterson Avenue to Forty-seventh  
Street South.....40
4. From Forty-seventh Street South to south  
city limits .....45

Central Avenue from the west city limits  
to the east city limits:

1. From west city limits to McLean Blvd .....40
2. From Nims Street to Waco Street .....35
3. From Washington Street to Rock Road .....40
4. From Rock Road to east city limits .....40

**Cider Street from 350' east of Minnesota Avenue to Grove Street... .....40**

Cider Street from Grove Street to Seventy-first Street South.....50

Douglas Avenue from Washington Avenue to  
Edgemoor Drive.....35

Douglas Avenue from Eastborough city limits  
to Webb Road .....40

Douglas Avenue from West Street to  
Seneca Street.....35

Edwards Avenue from McCormick Avenue  
to Maple Street.....35

Fifty-fifth Street South from the west  
city limits to Hydraulic Avenue.....40

**Fifty-third Street North from the west city limits to the east city limits..... 40**

Forty-fifth Street North from Oliver Street to the west city limits.....45

Forty-fifth Street North from Rock Road to  
east city limits .....40

Forty-seventh Street South from west city  
limits to east city limits .....40

**Forty-third Street North from Webb Road to Lindberg Street..... 40**

George Washington Boulevard from Lincoln  
Street to Thirty-first Street South.....40

<b>Gold Street from Thirty-fifth Street South to Macarthur Road.....</b>	<b>35</b>
Greenwich Road from north city limits to south city limits.....	40
Grove Street from Central Avenue to Kellogg Street.....	35
<b>Grove Street from Kellogg Street to Lincoln Street.....</b>	<b>40</b>
Grove Street from Cider Street to Sixty-third Street South.....	50
Harry Street from Airport Road to Mid-Continent Road .....	40
Harry Street from K-42 (Southwest Boulevard) to West Street.....	40
Harry Street from Southeast Boulevard (K-15) to Hydraulic Avenue .....	35
Harry Street from Hydraulic Avenue to Grove Street .....	40
Harry Street from Grove Street to Woodlawn Avenue.....	35
Harry Street from Woodlawn Avenue to east city limits .....	40
Hillside Avenue from Ninth Street North to Twenty-seventh Street North .....	35
Hillside Avenue from Twenty-seventh Street North to north city limits .....	40
Hillside Avenue from Douglas Avenue to Thirty-first Street South .....	35
Hoover Street from Pueblo Drive to south city limits .....	45
Hoover Street from Twenty-first Street North to north city limits.....	35
Horn Avenue from Jardine Drive to Twenty-fourth Street.....	15
Hydraulic Avenue from I-135 northbound on-off ramps to north city limits .....	40
Hydraulic Avenue from K-15 to Thirty- First Street South.....	35
Hydraulic Avenue from Thirty-first Street South to the south city limits .....	40



	Max.	Min.
I-135 from north city limits south to I-235.....	60	40
I-235 from the north <u>city</u> limits to the south city limits.....	65	40
	Max.	
Jardine Drive from Twenty-first Street North to Twenty-fourth Street.....	15	
<b>K-96 from I-135 to ½ mile west of Hillside Avenue.....</b>	<b>55</b>	
K-96 from ½ mile west of Hillside Avenue to east city limits.....	65	
Kellogg Drive from 119 <sup>th</sup> Street West to Mid-Continent Road.....	40	
Kellogg Drive from Oliver Street to Gouverneur Street.....	35	
Learjet Way from Mid-Continent Road to 2000' west of Mid-Continent Road.....	40	
Lincoln Street from Rock Road to Grove Street.....	35	
Lincoln Street from Grove Street to Hydraulic Avenue .....	40	
Lincoln Street from Hydraulic Avenue to Osage Street.....	35	
<b>Lindberg Street from Thirty-seventh Street North to Forty-third Street North.....</b>	<b>40</b>	
MacArthur Road from west city limits to the Big Arkansas River .....	40	
Maize Road from the north city limits to Carr Street.....	40	
<b>Maize Road from Carr Street to south city limits.....</b>	<b>45</b>	
Maple Street from west city limits to Sheridan Avenue .....	40	
Maple from Sheridan to Seneca.....	35	
Maple Street from west city limits to West Street.....	40	
McCormick Avenue from Osage Street to West Street.....	35	
McLean Boulevard from Seventeenth Street North extended to Seneca Avenue .....	40	
McLean Boulevard from Seneca Avenue to Taft Avenue .....	35	
McLean Boulevard from Taft Avenue to Thirtieth Street South.....	40	
Meridian Avenue from the south city limits to May Avenue.....	40	
Meridian Avenue from May Avenue to University Avenue .....	35	
Meridian Avenue (North Meridian Avenue) from the south side of I-235 to north city limits .....	45	

	<b>Max.</b>
Mid-Continent Road from University Avenue to Harry Street.....	40
Mosley from Murdock to Twenty-first Street North .....	35
Mt. Vernon Road from Woodlawn Avenue to Grove Street .....	35
Mt. Vernon Road from Grove Street to Hydraulic Avenue .....	40
Mt. Vernon Road from Hydraulic Avenue To K-15 .....	35
<b>Murdock Avenue from Nims Avenue to North River Boulevard.....</b>	<b>.20</b>
Norman Avenue from K-42 (Southwest Boulevard) to MacArthur Road.....	35
Ninth Street from Grove Street to south- bound ramps of I-135.....	35
Ohio Avenue from Twenty-sixth Street North to Thirty-seventh Street North.....	35
Oliver Street from the north city limits to the south city limits:	
1. From the north city limits to Seven- tenth Street .....	40
2. From Seventeenth Street to Kinkaid Street .....	35
3. From Kinkaid Street to the south city limits .....	40
One-hundred Nineteenth Street West from north city limits to Maple Street .....	40
One-hundred Nineteenth Street West from Maple Street to south city limits	45
One-hundred Twenty-seventh Street East from the north city limits to the south city limits.....	45
One hundred thirty-fifth street west from the north city limits to the south city limits.....	40
Orient Boulevard from Seneca Avenue to Meridian Avenue .....	35
Pawnee Avenue from West Street to Meridian Avenue .....	40
Pawnee Avenue from Meridian Avenue to Hillside Avenue.....	35
Pawnee Avenue from Hillside Avenue to the east city limits .....	40
Pueblo Drive from Hoover Street to Airport Road .....	40
Ridge Road from University Avenue north to 800' north of Twenty-ninth Street North.....	40

	<b>Max.</b>
<b>Ridge Road from 800' north of Twenty-ninth Street North to north city limits.....</b>	<b>45</b>
Rock Road from the north city limits to Thirty-seventh Street North .....	35
<b>Rock Road from Thirty-seventh Street North to Pawnee Avenue.....</b>	<b>40</b>
Rock Road from Pawnee Avenue to south city limits .....	45
Seneca Avenue from Maple Street to Kellogg Street .....	35
<b>Seneca Avenue from Kellogg Street to south city limits .....</b>	<b>40</b>
Seventeenth Street from Hillside Avenue to Brainard Street .....	35
Seventeenth Street from Brainard to Oliver Street .....	40
<b>Seventy-first Street South from Cider Street to east city limits.....</b>	<b>50</b>
<b>Sixty-first Street North from east city limits to west city limits.....</b>	<b>40</b>
Southeast Boulevard (K-15) from south- east city limits to Pawnee Avenue .....	50
Southeast Boulevard (K-15) from Pawnee to Zimmerly Street extended.....	45
Southwest Boulevard (K-42) from the inter- section of Kellogg Avenue (U.S. 54) to McCormick Avenue.....	35
Southwest Boulevard (K-42) from McCormick Avenue to west city limits .....	50
Taft from Mid-Continent Road to Julia .....	40
Thirteenth Street from the east city limits to Gouverneur Road.....	40
Thirteenth Street from Gouverneur Road to Mosley Avenue .....	35
Thirteenth Street from North River Boulevard to Zoo Boulevard .....	35
Thirteenth Street: those portions west of the Flood Control right-of-way and within the city limits .....	40
Thirty-first Street South from Broadway Avenue to West Street .....	35
Thirty-first Street South from K-15 (South- east Boulevard) to George Washington Boulevard .....	40
Thirty-third Street North from Broadway Avenue to Arkansas Avenue.....	35
Thirty-seventh Street North from Womer to Amidon Avenue.....	35
Thirty-seventh Street North from Amidon Avenue to Broadway Avenue .....	40

	<b>Max.</b>
Thirty-seventh Street North from Broadway Avenue to a point 725 feet east of St. Francis .....	35
Thirty-seventh Street North from a point 725 feet east of St. Francis to Oliver Street .....	40
Thirty-seventh Street North from Woodlawn to the east city limits .....	40
<b>Thirty-seventh Street North from ½ mile west of Hoover to west city limits .....</b>	<b>40</b>
Thirty-ninth Street North from Toben to Webb Road.....	40
Toben from Thirty-seventh Street North to Thirty-ninth Street North .....	40
Turnpike Drive from Thirty-first Street to south city limits .....	35
Twenty-first Street North from Broadway Avenue to Hillside Avenue .....	35
Twenty-first Street North from Hillside Avenue to the east city limits.....	40
Twenty-first Street North from Amidon Avenue to Shelton .....	35
Twenty-first Street North from Amidon Avenue to West Street .....	40
Twenty-first Street North from Hoover Street to ¼ mile east of Hoover Street.....	45
Twenty-first Street North from Ridge Road to the west city limits .....	45
Twenty-fifth Street North from I-235 to Amidon Avenue .....	35
Twenty-fourth Street from Jardine Drive to Horn Avenue.....	15
<b>Twenty-ninth Street North from Hoover Street to west city limits.....</b>	<b>40</b>
Twenty-ninth Street North from Amidon Avenue to Broadway Avenue .....	35
Twenty-ninth Street North from Broadway Avenue east through I-135 interchange to I-135 northbound on-off ramps.....	40
Twenty-ninth Street North from Oliver Street to Webb Road .....	40
Tyler Road from the north city limits to Harry Street.....	40
Tyler Road from Harry Street to south city limits .....	50
U.S. 54 (Kellogg) from the west city limits to the east city limits:	
From the west city limits to Woodlawn.....	60

<b>From Woodlawn to Gouverneur.....</b>	<b>40</b>
From Gouverneur east to Cypress.....	35
From Cypress to ¼ mile east of centerline of Webb Road.....	45
From ¼ mile east of centerline of Webb Road to Zelta.....	55
Zelta to east city limits.....	60
 Washington Avenue (K-15) from Zimmerly Street to Gilbert Street .....	35
Webb Road from north city limits to south city limits.....	40
West Dale Drive from Zoo Boulevard to West Street .....	40
West Street from Twenty-first Street to Thirteenth Street.....	40
West Street from Thirteenth Street North to Harry Street.....	35
West Street from Harry Street to south city limits .....	40
Womer Drive from Thirty-third Street North to south side of I-235 .....	45
Woodlawn Avenue from the north city limits to Thirteenth Street North .....	40
Woodlawn Avenue from Thirteenth Street North to south city limits .....	35
Yosemite from Tyler to Glacier.....	40
Zoo Boulevard from the north city limits to Central Avenue .....	40

SECTION 2. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Carlos Mayans, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

## **Agenda Item No. 33**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0293

**TO:** Mayor and Members of the City Council

**SUBJECT:** 2006-2007 HUD Combined Allocations/One Year Action Plan  
(Districts I, III, IV, VI)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** New Business

**Recommendation:** Approve funding allocations for the City's 2006/2007 HUD Consolidated Plan/Combined Application.

**Background:** On November 15, 2005, the City Council established funding allocation amounts for CDBG, HOME and ESG programs and services to be provided by the City and by external service providers (Undesignated Funds). Based on the Council's action, City staff issued a Request for Proposals and solicited applications for programs and services to be funded from Undesignated Funds.

The City Council-appointed Grants Review Committee (GRC) held a public hearing on January 25, 2006 to provide an opportunity for the public to address the Committee regarding housing and community development needs (CDBG), HOME and ESG funding. No comments were received. The GRC carefully reviewed proposals submitted in response to the CDBG RFP and HOME and ESG applications, in order to develop funding recommendations for the City Council's consideration. The Grants Review Committee's recommendations are summarized in Attachment 3.

**Analysis:** Since the City Council's November 15, 2005 action, Congressional appropriations were announced in January, 2006, and reflected a decrease in funding. Following is a summary of the original allocations and changes:

<b>Program</b>	<b>06 Estimates</b>	<b>Changes</b>	<b>06 Allocations</b>	<b>Adjusted Totals</b>
Community Development Block Grant (CDBG)	\$3,107,364	(\$175,964)	\$2,931,400	\$3,936,886
• Program Income		\$469,740		
• Section 108 Program Income		\$535,746		
HOME Investment Partnership (HOME)	\$1,903,630	(\$144,339)	\$1,720,657	\$1,759,291
• ADDI			\$38,634	
Emergency Shelter Grant (ESG)	\$126,690	(\$872)	\$125,818	\$125,818
TOTAL Consolidated Plan Funding				\$4,816,509

Attachment 1 reflects: 1) recommendations from the Grants Review Committee for CDBG Public Services, HOME and ESG funding; and 2) staff recommendations for Neighborhood Stabilization funding and internal program adjustments. All recommendations are highlighted in green and have been adjusted to reflect the current funding allocations.

### **Community Development Block Grant**

#### **1. Capital/Housing/Economic Development**

Recommendations for Capital, Housing and Economic Development projects address needs in the city's Neighborhood Revitalization Areas. The Economic Development project was designated in 2005 to provide a CDBG loan guaranty for the 13th & Grove Grocery Store.

#### **2. Neighborhood Stabilization**

Funds available for Neighborhood Stabilization activities total \$1,005,486, and include regular CDBG Program Income and unanticipated income from a closed Section 108 program. Recommendations for CDBG funding for Neighborhood Stabilization activities are detailed in Attachment 2.

#### **3. Public Services**

Based on the November 15, 2005 City Council action, RFP's were solicited for Women's Services, Summer Youth Employment Services and Youth Recreation/Enrichment Services. The Grants Review Committee reviewed the proposals received for these services and made recommendations which are summarized in Attachment 3.

## **HOME Investment Partnership Funds**

### **1. CHDO Set-Aside Funding**

The Grants Review Committee and staff have provided funding recommendations for undesignated Community Housing Development Organization (CHDO) funding as follows:

- Community Housing Services for the acquisition and new construction of two single-family homes in the Northeast Local Investment Area
- Mennonite Housing Rehabilitation Services for acquisition and new construction of seven homes in one of the six Local Investment Areas
- Power CDC for acquisition and new construction of four homes in the Northeast Local Investment Area. All homes will be sold to income qualified, first-time homeowners. (See Attachment 3)

However, due to reduced HOME allocations, staff recommends reducing each of the CHDO recommendations by one house. In addition, reductions are recommended to reduce the Deferred Loan program to (\$250,000) and Boarded-up House program (\$179,448). (See Attachment 1)

### **2. HOME Funding**

The base allocation for the 2006/2007 HOME program was reduced from original projections of \$1,903,630, to \$1,720,657 (a reduction of \$182,973). Due to the reduction in funding, staff recommends that HOME Operating Funds for CHDOs be reduced to \$86,032 (5% cap) and the Housing Development Loan Program be reduced to \$75,000. Because of the reduced funding and a 10% mandatory cap for administration activities, staff has reduced HOME program Administration to \$172,065.

### **3. American Dream Downpayment Initiative (ADDI)**

HUD has allocated \$38,634 for participation in the American Dream Downpayment Initiative (ADDI), which is designated by HUD to provide down payment and closing cost assistance grants to low and moderate-income persons entering into homeownership.

## **Emergency Shelter Grants**

### **1. Undesignated Funding**

Staff supports the recommendation of the Grants Review Committee for Emergency Shelter Grant Undesignated Funding, which took into account, the Community Council on Homeless Advocacy (CCHA)'s priorities and proposed funding needs. These recommendations were based on the original staff estimate of \$126,690. (See Attachment 3).

### **2. Reduced Funding**

The actual 2006/2007 ESG grant allocation from HUD is \$125,818, a reduction of 0.69%. Staff has therefore modified the Grants Review Committee's recommendations with an across-the-board 0.69% reduction for all ESG projects.

**Financial Considerations:** Total funding available for FY 2006-2007 from CDBG, HOME and ESG is \$4,816,509, which includes Program Income in the amount of \$1,005,486. These allocations will be effective July 1, 2006.



Each grant program is restricted to certain federal allocation limits, however in most cases the allocations can be less than the maximum. Following are the limits based on actual FY 2006-2007 allocations:

CDBG	\$1,163,310	Public Services
	\$586,280	20% Planning and Administration
HOME Funds	\$258,099	15% Neighborhood-Based Non-Profits (CHDOs) - Minimum
	\$172,065	10% Administration - Cap
Emergency Shelter Funds	\$37,745	30% Essential Services
	\$37,745	30% Homeless Prevention
	\$6,290	5% Administration

**Legal Considerations:** The national objectives of the Community Development Act are to principally benefit low/moderate income persons, eliminate slum and blight, or meet other urgent community needs. The HOME program must also primarily benefit low/moderate income persons and the Emergency Shelter program must benefit homeless persons. Therefore, allocation of Consolidated Plan funds is subject to individual federal eligibility rules regarding specific activities/programs and the national objectives of primarily benefiting low-income persons or addressing conditions of slum/blight. The process by which grant funds are authorized by the City Council is a matter of local determination, providing all HUD eligibility requirements are met.

The City Council has the authority to solicit proposals or to reserve grant funds for community priority needs and programs, as determined by the City Council. The recommendations herein meet all federal requirements in the allocation of funds. Upon approval of this action and prior to final allocations and payments, each project must be verified for eligibility for use of the respective grant funds. In addition, staff will prepare a One-Year Action Plan of activities to be funded based on the City Council's action. The One-Year Action Plan will be presented to City Council and will be made available for a required thirty day public review/comment period prior to final approval.

**Recommendation/Actions:**

It is recommended the City Council approve the funding designations for the City's 2006/2007 HUD Consolidated Plan Combined Application, as summarized below and detailed in Attachment 1:

- (1) CDBG Housing funds in the amount of \$1,290,920;
- (2) CDBG Neighborhood Stabilization funds in the amount of \$1,005,486;
- (3) CDBG Public Services funds for Neighborhood Assistance in the amount of \$308,000;
- (4) Grants Review Committee recommendations and staff modifications for CDBG Public Services funds in the amount of \$532,219;
- (4) CDBG Planning and Administration funds in the amount of \$450,261;
- (5) HOME project funds, including ADDI, in the amount of \$1,493,707
- (5) Grants Review Committee recommendations and staff modifications for HOME CHDO Set-Aside funding in the amount of \$265,584;
- (6) Grants Review Committee recommendations and staff modifications for Emergency Shelter Grant funding in the amount of \$125,818;

and authorize preparation of the One-Year Action Plan.

## **Agenda Item No. 34**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0294

TO: Mayor and City Council

SUBJECT: Aviation Training School at Jabara Campus

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve financing; authorize staff to negotiate the contract.

Background: On March 1, 2005, the City Council took action to adopt a resolution authorizing conceptual design of a proposed aviation training facility to be constructed at Jabara Airport and also authorized the selection of a design consultant. This action was taken in response to the growing need to provide a highly skilled workforce for the community's aviation manufactures. It is estimated that the five major aviation companies will need 4,150 trained workers in 2006. The construction of a world-class technical education training facility is imperative if this community is to meet the demand for skilled workers.

The Council received an update on the status of this project on February 7, 2006. Community leaders have taken numerous actions to advance employer driven technical education and training. Sedgwick County has determined that they will take a lead role in providing technical education and training and have expressed their intent to issue bonds for the construction of this facility and will be responsible for ensuring payments are made to retire the debt associated with this 36 million dollar project. The federal government has committed \$500,000 in seed money and efforts are underway to seek additional dollars at both the federal and state levels. Additionally, the business community is finalizing its funding commitment for scholarships and equipment.

Analysis: In prior meetings, the Wichita City Council has expressed its support for the proposed aviation training school at Jabara Airport. The total cost of this project is estimated at 36 million dollars and includes space for aviation technology, manufacturing technology and assessment and career development. Federal, state, and local governments, along with private sector dollars will be utilized to finance the project. Sedgwick County has expressed its intent to issue the bonds and in doing so will be responsible for covering both debt service and operating costs. The County anticipates funding support will be forthcoming from tuition, fees, private sector donations and state and federal grants.

Sedgwick County will be responsible for negotiating a fifty-year lease with the Airport Authority for both the land and the building. Staff is proposing that during that period of time the County retain title to the building. The Airport Authority anticipates the ground lease to be at market rate with an annual adjustment of 2 ½ percent per year. Staff is proposing that at the initiation of the lease the City pay the County a dollar amount equivalent to the net present value of the lease payments for the first twenty years. This lump sum payment will not exceed \$1.6 million.

Sedgwick County will be required to pay the ground lease (at fair market rate) for the fifty-year term of the lease. At the end of the fifty-year lease, Sedgwick County and the Airport Authority will need to negotiate a blended ground and building lease. Staff is also proposing that the Airport Authority provide a two-year option for the eleven acres of land adjacent to the proposed aviation training facility for other training needs e.g. medical education and information technology.

Financial Considerations: Sedgwick County has expressed its intent to finance this 36 million dollar project through the issuance of bonds. It is anticipated that financial assistance will be available from tuition and fees, private sector donations from the aviation companies of nearly \$4 million and state and federal grants (\$500,000 of seed money has been approved by the federal government and the County will submit an application for an EDA grant for \$1.5 million). The City has also been asked to be a financial participant. Staff is proposing an upfront payment not to exceed \$1.6 million (the net present value of the lease payments for the first twenty years). The funding source would be the Capital Improvement Program and efforts are underway to reprioritize projects to support this expense.

Legal Considerations: Funding is contingent upon successfully negotiating a lease agreement between the Wichita Airport Authority and Sedgwick County. Once this agreement has been finalized, it will be placed on the Wichita Airport Authority's agenda for consideration and action. Additionally, the City will need to approve a bonding resolution to utilize CIP funding for this project.

Recommendation: It is recommended that the City Council adopt the bonding resolution for a not to exceed amount of \$1,600,000, initiate the project, and authorize necessary signatures contingent upon successfully negotiating a lease agreement between the Airport Authority and Sedgwick County.

RESOLUTION NO.

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AND SETTING FORTH THE GENERAL NATURE AND THE ESTIMATED COST OF SUCH IMPROVEMENTS; AUTHORIZING AND PROVIDING FOR THE MAKING AND FINANCING OF THE IMPROVEMENT IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY; AND DIRECTING THE PUBLICATION OF THIS RESOLUTION.

WHEREAS, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City of Wichita, Kansas (the “City”), the City is authorized to issue general obligation bonds for the purpose of paying the cost of construction, purchase or improvement of any public improvement; and

WHEREAS, the City has expressed its support for the proposed Aviation Training School at Jabara Airport to meet the growing need to provide a highly skilled workforce for the community’s aviation manufacturers; and

WHEREAS, the construction of a world-class technical education training facility is imperative if the community is to meet the demand for skilled workers; and

WHEREAS, the City desires to participate financially in the construction of the Aviation Training School Campus at Jabara Airport; and

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and finally determined to be advisable to make certain public improvements in the City, consisting of:

- (1) Construction of a training school and related site improvements; and
- (2) Any costs related to the foregoing, including design, delivery or installation.

(The above-described construction and related costs are collectively referred to herein as the “Improvements”).

SECTION 2. It is hereby found that the estimated or probable cost of the Improvements is not to exceed \$1,600,000, exclusive of the costs of interest on borrowed money; the cost of the Improvements shall be paid by the issuance and sale of general obligation bonds of the City in an amount not to exceed \$1,600,000, exclusive of the costs of interest on borrowed money.

SECTION 3. The Improvements are hereby authorized and ordered to be made in accordance with the findings set forth in Section 1 hereof, under the authority of and as provided by K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City.

SECTION 4. This resolution shall be published one time in the City's official newspaper.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on March 28, 2006.

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Mayor Carlos Mayans

(Seal)

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Gary Rebenstorf, Director of Law

## **Agenda Item No. 35**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No.06-0295

TO: Mayor and City Council

SUBJECT: ZON2006-00001 – Zone change from “SF-5” Single-family Residential to “TF-3” Two-family Residential. Generally located south of west Central and east of Boyd. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

MAPC Recommendations: Approve, (10-0).

MAPD Staff Recommendations: Approve.

DAB Recommendations: Recommended approval by a vote of 9-0.

Background: The application area consists of two undeveloped, platted lots located south of West Central and east of Boyd, at the Boyd and Linder intersection. The .5-acre site is zoned “SF-5” Single-family Residential, and the applicant requested “TF-3” zoning to allow for duplex development.

Property north of the site is zoned “LC” Limited Commercial and developed with offices, a convenience store and a fast-food restaurant. South, east and west of the site are SF-5 zoned single-family residences. West of the site, at the dead-end portion of Linder, is an LC zoned self-storage facility. The site is on an unpaved road, but has easy access to both Central and southbound I-235.

Analysis: DAB V heard this request on February 6, 2006 and no citizens spoke in opposition to the zone change request. DAB V recommended approval of the request by a vote of 9-0. MAPC heard this request on February 16, 2006. Several residential neighbors spoke in opposition to the zone change request; the neighbors had concerns regarding rental residences. The action of the MAPC was to approve 10-0. Several surrounding residential property owners filed protest petitions, amounting to 28.38 percent of the protest area, requiring a governing body  $\frac{3}{4}$  majority override to approve the zone change request.

Financial Considerations: None.

Legal Considerations: The resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2006-00001

Request for Zone change from "SF-5" Single-family Residential to "TF-3" Two-family Residential, on property described as:

Lots 2 and 3, Mires Addition, Wichita, Sedgwick County, Kansas. Generally located south of west Central and east Boyd.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, \_\_\_\_\_

\_\_\_\_\_  
Carlos Mayans - Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney



## **Agenda Item No. 36**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0296

TO: Mayor and City Council

SUBJECT: PUD2005-06 #22 – Creation of the Old English Manor Apartments  
Planned Unit Development to allow multi-family residential use, and  
to permit reduced building setback and parking standards. Generally  
located south of 11th Street, between Emporia and St. Francis.  
(District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to staff recommendations (10-0).

MAPD Staff Recommendations: Approve, subject to conditions.

DAB Recommendations: Approve, subject to conditions outlined by staff (11-0).

Background: The applicant is seeking the creation of Planned Unit Development zoning (PUD #22, Old English Manor Apartments) for 30,018.7 square feet of platted land located south of 11th Street, between Emporia and St. Francis. (See attached site plan.) The property is zoned TF-3 Two-family Residential.

The western half of the application area is developed with a two-story apartment building, which contains 24 one-bedroom units. This building was constructed in 1929, before the city had off-street parking requirements, therefore, this use does not provide any off-street parking. Residents park their vehicles on the street or illegally on the vacant unpaved lot located to the east that is part of this application. The existing apartment use is non-conforming with respect to the current code's off-street parking requirements. Current code would require 30 on-site parking spaces for this building. The existing apartment building has the following setbacks: front 9.5-, rear 0-, interior side 11- and street side 2-feet. The TF-3 district has the following building setback requirements: front 25-, rear 20-, interior side 6- and street side 15-feet. Therefore, the existing apartment building is also non-conforming with respect to building setbacks. Also, the TF-3 zoning district only allows multi-family units with a "conditional use;" thus even the use is non-conforming. If this request is approved the proposed PUD would eliminate all of these non-conforming issues.

The western half of the application area is also located within the state and national historic registered Topeka-Emporia Historic District. Projects within historic districts require Historic Preservation Board review (see case history below).

The eastern half of the application area is vacant. The applicant intends to construct an eight-unit, two-story apartment building on the site. The exterior of the building would be a combination of brick and vinyl siding that looks like lap siding, and it would have a gable roof with composition shingles. The building is proposed to be located on the southern-most portion of the site with 14 parking spaces located on the northern end of the lot (14 spaces are needed for code). The proposed eight units would be divided equally into four two-bedroom and four three-bedroom units. To make the proposed development plan work, the applicant needs relief from the rear-building setback, as they propose a five-foot setback. As with the western half of the site, an apartment building is not a use permitted by right in the TF-3 district. The proposed PUD would allow the development as proposed.

An application is in process to vacate the 20-foot alley that separates the two application areas. A dumpster is proposed to be located in the vacated alley on the southern side of the lot, and in between the existing and proposed apartments. Compatibility setback standards state that any dumpsters or refuse receptacles are to be located a minimum of 20 feet from any property zoned TF-3 or more restrictive. The lot to the south is zoned TF-3. On the site plan, the dumpster appears to be located closer than 20, but with City Council approval this standard can be modified. If a modification is not approved, the dumpster will need to comply with the standards. Compatibility height setback standards require that no structure shall exceed 35 feet in height when located within 50 feet of the lot line of property zoned TF-3 or more restrictive. It does not appear that the proposed building exceeds that height, but at the time this report was prepared it was unclear what the height of the proposed building is to be. If the building exceeds that height, then City Council approval is needed to modify that standard. Access to the site would be provided by the existing approach to the alley, and on St. Francis.

A brick-screening wall is proposed along the northern property line of the eastern half of the application area with landscaping to be installed north of the wall.

This project has evolved since it was initially presented to the neighborhood association. The original proposal envisioned the construction of a 12-unit apartment located on the southern quarter of the lot with two rows of parking on the northern portion of the lot. In order to fit two rows of parking in, street right-of-way would have to be used to have enough room to install the second row of parking. A minor street permit would have to have been obtained to use street right-of-way. Staff is advised that at the first meeting the neighbors stated that they would prefer to see a plan where the building was located out at the street in order to screen the parking lot, and that as much parking as possible be provided in order to provide parking for the existing apartment building as well as the new building. The applicants reduced the number of units to the proposed eight apartments but could not put the building at the street and maximize parking without utilizing street right-of-way for parking.

A second meeting was held with the neighborhood, and they asked the applicant to make additional revisions: eliminate the parking proposed to be located in the right-of-way; provide a low brick screening wall along the 11th Street frontage where the new parking lot is proposed; provide landscaping along that knee wall; make the parking lot drive-way one-way, west to east which would permit parallel parking to be provided along the 11th Street frontage; prohibit the placement of air conditioning units in the court yard of the existing

apartment building; screen any air condition units located along 11th Street with landscaping and close the drive approach at the southwest corner of the existing apartment building.

The City Council has approved the site for a 100 percent low-income residential project, instead of the usual 80 percent to 20 percent ratio, and the state had approved the original project as a tax credit endeavor.

Analysis: The applicant met with Historic Midtown Citizens Association representatives on two occasions to review various site plans. In the end the plan that seemed to address the largest number of design objectives depicted an eight-unit building situated along the southern property line of the vacant eastern lot. The new apartment building is to incorporate in its facade brick similar to the existing complex, as is the parking lot screening wall referenced below. Seventeen parking spaces are to be placed in front of the new apartment complex. On the eastern lot, a low screening wall is to be constructed along the south right-of-way of 11th Street. The screening wall is to be landscaped. The applicant agreed to not put any air conditioning units in the courtyard of the existing apartment complex, and to screen any air conditioning units located along 11th Street. The existing curb cut on the southwest corner of the project is to be closed. With an approval of the proposed PUD, the Council is granting a waiver to typical parking, building setback and compatibility setback standards.

On February 6, 2006, District Advisory Board reviewed this request and recommended approval (11-0) subject to the conditions agreed to by the applicant and Historic Midtown, and contained in the staff report. The MAPC recommended approval (10-0), subject to the agreed upon conditions of approval at their February 16, 2006 meeting. Historic Midtown Citizens Association had a representative who spoke indicating that the association did not object to the project. One citizen submitted a letter citing concerns that the proposed project will increase density resulting in more traffic, more noise and more on-street parking, which in their opinion would be detrimental to the neighborhood. It was also their opinion that the Council's approval of this proposal as a 100 percent low-income project was detrimental to the neighborhood's best interest. This lone protest equals 2.63 percent.

Financial Considerations: None

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: 1. Adopt the findings of the MAPC and approve the PUD with its recommended conditions, and approve first reading of the Ordinance; or  
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the members of the governing body on the first reading.)

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. PUD2005-0006 #22

Request for Zone change from "TF-3" Two-family Residential to Planned Unit Development District #22 – The Old English Manor Apartments, on property described as:

Lots 44, 46, 18 and 50, on Emporia Avenue, Burleigh's Addition to Wichita; together with Lots 43, 45, 47, and 49, on 4th Street (now St. Francis Avenue), Burleigh's Addition to Wichita. Generally located south of 11th Street, between Emporia and St. Francis.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, \_\_\_\_\_

\_\_\_\_\_  
Carlos Mayans - Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

## **Agenda Item No. 37**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0297

TO: Mayor and City Council

SUBJECT: VAC2005-00034 Request to vacate a platted alley right-of-way, generally located between 10th Street North and 11th Street North from Emporia Avenue to St. Francis Avenue.  
(District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (Unanimously).

Background: The applicants are requesting consideration to vacate the 20-foot wide by approximately 620-foot long north-south platted alley, as previously described. Development abutting the alley included Emporia Park, a Ronald McDonald house, a YWCA office, single-family residences, apartments, dental offices and parking lots. The proposal will allow the applicants and the abutting property owners the opportunity to better maintain the reverted alley/site. There is a zoning case (PUD2005-06, PUD #22) associated with this vacation request on today's Wichita City Council agenda. All the abutting property owners have signed the petition and application to vacate. There is a gas line, Westar equipment, sewer line and manholes in the length of the alley; the alley will be retained as a utility easement. The Burleigh's Addition was recorded with the Register of Deeds on February 3, 1886.

Analysis: The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: Provide a petition for improvements to the alley.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

## **Agenda Item No. 38**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0298

TO: Mayor and City Council

SUBJECT: ZON2005-00053 – Zone change from “SF-5” Single-family Residential and “GC” General Commercial to “LC” Limited Commercial. Generally located midway between Kellogg Street and Interstate Highway-35 (KTA), west of Greenwich Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to provisions of Protective Overlay District #166 (9-2).

MAPD Staff Recommendations: Approve, subject to Protective Overlay District #166.

DAB Recommendations: Approve, subject to Protective Overlay District #166 (unanimous).

Background: The applicants are requesting a zone change from “SF-5” Single-family Residential and “GC” General Commercial on Lots 16, 17 & 18, East Kellogg Acres Addition (the site) to “LC” Limited Commercial. The “GC” General Commercial zoning is generally located along the north 20-feet of Lot 18, the north side of the site. Each of the three lots is approximately 0.66-acres in size, has 101.5-feet of frontage along Greenwich Road and all are 291-feet deep. The three lots are developed with single-family residences on each lot, and all the residences appear to be occupied. The applicants propose unspecified commercial uses.

Development east of the site and immediately across Greenwich Road, includes two retail strips (built 2002 and 2004), zoned “GC” and “LC”, a car sales business (built 1990) zoned “LI” Limited Industrial and an undeveloped “GC” platted lot. The undeveloped “GC” lot is under the same ownership as the car sales business. East of these businesses is a Wal-Mart (built 2002), a Lowe’s (built 2001), some free standing fast food restaurants and platted undeveloped commercial lots. Zoning on these properties is either “LI”, “GC” or “LC”. All of the properties east of the site, across Greenwich Road, are part of CUP DP-196, with the exception of the car sales properties. Abutting and adjacent to the south and west sides of the site are single-family residences and a vacant lot; all of them zoned “SF-5”. Properties abutting and adjacent to the site’s north side are single-family residences, zoned “GC”. The abutting northern “GC” zoned lot (Lot 19) with Greenwich frontage has one of the applicants listed as its owner. All of the mentioned abutting and adjacent northern, western and

southern properties are in the same subdivision, the East Kellogg Acres Addition (recorded December 23, 1953), as the site.

A 10.5-acre undeveloped tract (approximately 300-feet west of the site, across Trig Street), the subject site and eleven other lots in the East Kellogg Acres addition are the last, isolated properties between Kellogg Street, I-35 (KTA), Webb Road and Brundige Street zoned with residential, "SF-5" zoning. Counting the subject site, there are a total of 15 single-family residences in this area, all in the East Kellogg Acres Addition. These single-family residences were built in the early and mid 1950s, the early and mid 1960s and the early 1970s. The area was annexed into the City sometime between 1961 and 1970. The rest of the area's nonresidential-zoned properties (nonresidential zoning is the overwhelming majority of zoning on properties in the area) are experiencing recent (from 2000 to present) commercial development, including the already mentioned Lowe's, Wal-Mart, the strip retails and a Green Lantern car wash.

The site and the East Kellogg Acres Addition, which the site is a part of, are in the "Spring Branch Master Drainage Plan". Almost all of the East Kellogg Acres Addition is identified on the Plan's Master Map as being in the 100-year flood boundary. The plan states "That there is an abrupt rise in the flood profile upstream of I-35 (KTA) and west of Greenwich Road.", which is the location of the East Kellogg Acres Addition. It further states that "Floodwaters upstream of I-35 (KTA) reach nearly 10-foot in depth, and Greenwich Road is overtopped. In addition, Trig Avenue becomes impassable during major storm events." These are the two roads that define the East Kellogg Acres Addition's east and west boundaries. A 40-foot easement runs north to south through and between all of the residential lots in the East Kellogg Acres Addition to I-35 (KTA). The easement contains a sewer line and an open drainage ditch, with well-defined grass banks and bordering trees.

Seven of the single-family residences/lots (46.6% of the residences) in the East Kellogg Acres Addition are identified in the plan as having potential flood risk, including two of the three lots applying for the zone change. At the May 27, 2004 "Spring Branch Drainage Study" public meeting, six of the residences (40%) in the East Kellogg Acres Addition provided written comments expressing their experiences and concerns with the current drainage on their properties. Two of those residences that provided written comments at that public meeting are applicants applying for the zone change.

Any development on the site will be required to provide a drainage plan to the Public Works Storm Water Engineer for review and approval, meet the access management regulations, compatibility setback standards, landscaping and any other applicable codes and development standards.

Analysis: The Metropolitan Area Planning Commission, at their December 22, 2005 meeting, recommended approval (9-2) of the requested "LC" zoning with the provisions of Protective Overlay (PO) #166. One person spoke in opposition to the proposed zoning change at the MAPC meeting, but they would not go to the podium and identify themselves. Staff has received phone calls protesting the proposed zone change. The provisions of PO #166 are:

1. On site pole lights shall be no higher than 14-foot, if within 100-feet of property with residential zoning. They shall be hooded and directed onto the site and away from the residential developments and zoning west, north and south of the site. No pole lights shall be located within the required compatibility setbacks along the west and south sides of the property
2. No signs shall be permitted along the face of any building or along any street frontage that faces any property that is in a residential zoning district.
3. A drainage plan including retention and compensatory storage must be provided to the Public Work's Storm Water Engineer for review and approval, prior to any building permits being issued.
4. Dedicate by separate instrument 10-foot of right-of-way along the site's Greenwich frontage. To be provided to Planning Staff for recording with the Register of Deeds, prior to the Ordinance being published
5. A restrictive covenant providing cross lot access between the site's lots and ensuring that conformance to the current access management standards can be applied to the entire site and not on it's current configuration of three individual lots platted in the East Kellogg Acres Addition. Complete access control will be approved at the time that access from the site (not per individual lot) onto Greenwich is approved by the Traffic Engineer and implemented when commercial use replaces the current single-family uses. The current driveways for each lot's current single-family use/residences will remain in effect until such time that commercial use replaces the single-family residences. To be provided to Planning Staff for recording with the Register of Deeds, prior to the Ordinance being published.
6. In anticipation of future commercial development in the area, specifically on Lot 19, East Kellogg Acres Addition, which is under common ownership with one of the owner's of the southern abutting Lot 18, East Kellogg Acres Addition (the north portion of the subject site), the approved drainage plan and the restrictive covenant, as sited in PO #166, will extend onto Lot 19, East Kellogg Acres Addition. No access onto Trig Street from the site or Lot 19, East Kellogg Acres Addition. If needed dedicate 10-feet of right-of-way along the lot's Greenwich Road frontage.

The District Advisory Board (DAB) II, at their January 9, 2006 meeting, recommended approval (6-0) of the requested "LC" zoning with the provisions of Protective Overlay (PO) #166. Approximately 20 people expressed their concerns over current and future drainage issues in the residential neighborhood in regards to more commercial development in the area.

Only one valid protest petition was filed and it was outside the protest area, thus the ¾ rule of the governing body to overturn the protest is not in effect.

Financial Considerations: None



Legal Considerations: Dedications, by separate instrument, of 10-foot of right-of-way along all of the lots' Greenwich Road. frontage and a restrictive covenant binding and tying the lots together as one site for a drainage plan, cross lot access and conformance to current access management standards will be recorded with the Register of Deeds. The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the zone change, subject to the recommended provisions of the Protective Overlay and place the ordinance on first reading; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2005-00053

Request for Zone change from “SF-5” Single-family Residential and “GC” General Commercial to “LC” Limited Commercial, on property described as:

Lots 16, 17, 18, East Kellogg Acres, Wichita, Sedgwick County, Kansas.

Generally located midway between Kellogg Street & I-235, on the west side of Greenwich Road.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #166:

7. On site pole lights shall be no higher than 14-foot, if within a 100-feet of property with residential zoning. They shall be hooded and directed onto the site and away from the residential developments and zoning west, north and south of the site. No pole lights shall be located within the required compatibility setbacks along the west and south sides of the property.
8. No signs shall be permitted along the face of any building or along any street frontage that faces any property that is in a residential zoning district.
9. A drainage plan including retention and compensatory storage must be provided to the Public Work’s Storm Water Engineer for review and approval, prior to any building permits being issued.
10. Dedicate by separate instrument 10-foot of right-of-way along the site’s Greenwich frontage. To be provided to Planning Staff for recording with the Register of Deeds, prior to the Ordinance being published

11. A restrictive covenant providing cross lot access between the site's lots and ensuring that conformance to the current access management standards can be applied to the entire site and not on it's current configuration of three individual lots platted in the East Kellogg Acres Addition. Complete access control will be approved at the time that access from the site (not per individual lot) onto Greenwich is approved by the Traffic Engineer and implemented when commercial use replaces the current single-family uses. The current driveways for each lot's current single-family use/residences will remain in effect until such time that commercial use replaces the single-family residences. To be provided to Planning Staff for recording with the Register of Deeds, prior to the Ordinance being published.

12. In anticipation of future commercial development in the area, specifically on Lot 19, East Kellogg Acres Addition, which is under common ownership with one of the owner's of the southern abutting Lot 18, East Kellogg Acres Addition (the north portion of the subject site), the approved drainage plan and the restrictive covenant, as sited in PO #166, will extend onto Lot 19, East Kellogg Acres Addition. No access onto Trig Street from the site or Lot 19, East Kellogg Acres Addition. If needed dedicate 10-feet of right-of-way along the lot's Greenwich Road frontage.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, \_\_\_\_\_

\_\_\_\_\_  
Carlos Mayans - Mayor  
ATTEST:

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Karen Sublett, City Clerk

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(SEAL)

Approved as to form:

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Gary E. Rebenstorf, City Attorney

## **Agenda Item No. 39**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0299

TO: Mayor and City Council

SUBJECT: ZON2005-00057 – Zone change from “SF-5” Single-family Residential to “NO” Neighborhood Retail with a Protective Overlay. Generally located south of 21st Street North and west of Cranbrook. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to Protective Overlay #170 (10-0).

MAPD Staff Recommendations: Approve, subject to Protective Overlay #170.

DAB Recommendations: Approve, subject to Protective Overlay #170 (9-0).

Background: The applicant requests a zone change from “SF-5” Single-family Residential to “NO” Neighborhood Office with a Protective Overlay on an 8.4-acre platted lot located south of 21st Street and west of Cranbrook for office development. The subject property includes a platted lot and reserve containing a detention pond. The applicant has volunteered a Protective Overlay (PO), which would eliminate several uses in the NO zone, require specific screening and landscaping standards and limit the density of residential development; see the attached proposed ordinance with the proposed PO.

The surrounding area is characterized by commercial uses at the 21st Street and Webb Rd. intersection, 800 feet west of the site. Single-family residential development exists to the north, south and east of the site. A “NO” zoned office development is east of the site (rezoned in 2001), and a “B” Multi-family zoned apartment development sits west of the site.

Analysis: The MAPC heard this request on January 19, 2006 and several opposed neighbors spoke at that hearing. The MAPC deferred the request and instructed the applicant to meet with the opposed neighbors. DAB II heard this request on February 6, 2006 and deferred the request for one month. The MAPC heard the request for a second time on February 16, 2006. The applicant had revised his request and modified the proposed Protective Overlay (PO), causing neighbors to withdraw their protest of the request. The MAPC approved the request subject to the proposed PO 10-0. DAB II re-heard this request on March 6, 2006; the DAB also recommended approval of the request subject to the proposed PO. Numerous protest petitions were originally filed for this case; however, most were withdrawn. The resulting protest percentage is 17.39%; see the attached protest map.

Financial Considerations: None.

Legal Considerations: The resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

3. Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading; or
4. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2005-00057

Request for Zone change from “SF-5” Single-family Residential, to “NO” Neighborhood Office, on property described as:

Lot 1, Block 1 together with Reserve N, Remington Place, an Addition to Wichita, Sedgwick County, Kansas. Generally located south of 21st Street North and west of Cranbrook.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #170:

1. The following “NO” uses shall not be permitted:
  - a. Multi-family residential, Duplex, Church or Place of Worship, Day Care (Limited), Day Care (General), Golf Course, Group Home (General), Recycling Collection Station (Private), Utility (Minor), Automated Teller Machine, Parking Area (Commercial), Wireless Communication Facility, Asphalt or Concrete Plant (Limited), and Agriculture.
2. Setback and Screening requirements:
  - a. Buildings and parking shall be setback 125 feet along the south property boundary.
  - b. A masonry wall 8-10 feet in height shall be placed along the southern most edge of parking located within 200 feet of the south property boundary. A landscape buffer shall be placed south of the wall with a minimum of 6 conifer trees 8-10 feet in height.
  - c. Tree screening between parking areas and Cranbrook shall be placed from the southern boundary line to a point 300 feet north of the south boundary. Trees shall be similar to those on the east side of Cranbrook, and shall be 6-8’ tall.

3. Residential uses shall be restricted to the maximum density allowed by SF-5

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, \_\_\_\_\_

\_\_\_\_\_  
Carlos Mayans - Mayor  
ATTEST:

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Karen Sublett, City Clerk

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(SEAL)

Approved as to form:

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Gary E. Rebenstorf, City Attorney

## **Agenda Item No. 40**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0300

TO: Mayor and City Council

SUBJECT: ZON2006-00002 – Zone change from “GO” General Office to “LC” Limited Commercial. Generally located at the southwest corner of Central and St. Paul. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to Protective Overlay #169 (8-2).

MAPD Staff Recommendations: Approve, subject to Protective Overlay #169.

DAB Recommendations: Approval of rezoning to “LC” Limited Commercial subject to the Protective Overlay as designated by the MAPD (11-0).

Background: The applicant requests a zone change for the subject property from “GO” General Office to “LC” Limited Commercial. The subject property is located at the southwest corner of Central and St. Paul Avenue and is currently undeveloped.

The surrounding area is characterized by commercial and office uses along Central and residential uses on St. Paul Avenue. The property to the north, which is also owned by the applicant, is zoned “LC” Limited Commercial and developed with a small office. The property to the east is zoned “LC” Limited Commercial and is developed with a drinking establishment and a small strip retail center. The properties to the west and south are zoned “LC” Limited Commercial and “TF-3” Two-family and are developed with single-family residences. Upon approval of this rezoning request, the intention of the applicant is to demolish the office on the adjacent property to the north and develop it in conjunction with the subject property.

Several issues exist with this case. First, is the importance to protect the residential neighborhood to the south from further encroachment by commercial uses and limiting the commercial uses to arterial adjacency, as recommended in the Comprehensive Plan. Second, due to the proximity to surrounding Single-family Residential uses, lighting is a concern. Third, the applicant’s plan for the property raises the issue of access management. Finally, when the subject parcels were replatted in 1982, the City received eight feet of additional right-of-way for St. Paul Avenue. Therefore, the east property line is situated eight feet to the west of the east property line of the applicant’s adjoining parcels, which creates an uneven right-of-way. This could be an issue in the future, depending upon the eventual



development proposal. The applicant has offered this right-of-way dedication by separate instrument as a condition of approval. Staff recommendation is to address the aforementioned issues with Protective Overlay #169.

Additionally, the applicant had requested a reduction in the compatibility setback requirements as part of the Protective Overlay. However, such a request cannot be authorized by a Protective Overlay and will need to be submitted by way of an Administrative Adjustment.

Analysis: At the District VI Advisory Board meeting held February 6, 2006, the Board voted (11-0) to approve the requested zone change for the property (approximately 0.51 acres) zoned "GO" General Office to "LC" Limited Commercial and subject to a protective overlay. There were no DAB comments. No area residents spoke in opposition.

At the MAPC meeting held February 16, 2006, MAPC voted (8-2) to approve the requested zone change subject to the protective overlay provisions. The Commission discussed screening of the property along the south and west property lines with a screening wall in combination with the backs of the buildings (with no service areas and access on the rear of the buildings). A Commission member asked about the staff recommendation for right-of-way dedication on the applicant's adjacent parcels, which the applicant has agreed to dedicate by way of separate instrument. The applicant requested a minor change in the staff recommendation in reference to the landscape buffering recommendations along the west property line, which is reflected in the MAPC motion and subsequent vote. No citizens spoke in favor or opposition to the application. No formal protest petitions were filed.

Staff received phone calls from three area residents. All were generally in favor of the proposal. However, each expressed concern with allowing another tavern or night club in the area, which is only allowed by way of Conditional Use.

Per MAPC recommendation, Protective Overlay #169 reads as follows:

1. The Protective Overlay shall include: Lots 1 & 2, Block A, J.O. Davidson's 3rd Addition.
2. If a reduction in compatibility setbacks is approved by Administrative Adjustment:
  - a. There shall be no door or window openings in any exterior building wall adjacent to such setbacks;
  - b. No outdoor work and storage, including but not limited to trash receptacles, shall be permitted within such setbacks;
  - c. A landscape buffer shall be provided at 1.0 times the requirements of the Landscape Ordinance within the west setback and 1.5 times the requirements of the Landscape Ordinance within south setback.
3. The applicant shall dedicate by separate instrument eight feet of right-of-way along the east property line of Lots 1, 3, & 5, Block 5, J.O. Davidson's 2nd Addition.
4. Access onto Saint Paul Avenue shall be no closer than 100 feet to the Central right-of-way line.
5. All proposed lighting shall comply with Art. IV, Sec. IV-B.4 of the Unified Zoning Code. No proposed pole lights (including base, standard, and fixtures) shall be taller than 14 feet. No pole lights shall be located within any of the building setback areas.

6. All signage shall comply with City of Wichita Sign Code, except that ground signs shall not be allowed on Saint Paul Avenue on Lots 1 & 2, Block A, J.O. Davidson's 3rd Addition.

Financial Considerations: None.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to an eight-foot right-of-way dedication by separate instrument on the applicant's adjacent parcels (Lot 1 except part dedicated for street & all of lots 3 & 5 & 1/2 vacated alley adjacent on west) and subject to the additional conditions of Protective Overlay #169; instruct the Planning Department to forward the ordinance for first reading when the dedication is forwarded to City Council; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2006-00002

Request for Zone change from “GO” General Office to “LC” Limited Commercial, on property described as:

Lots 1 and 2, Block A, J. O. Davidson 3rd Addition, Wichita, Sedgwick County, Kansas. Generally located at the southwest corner of west Central and north St. Paul.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY #169:

7. The Protective Overlay shall include: Lots 1 & 2, Block A, J.O. Davidson’s 3rd Addition.
8. If a reduction in compatibility setbacks is approved by Administrative Adjustment:
  - a. There shall be no door or window openings in any exterior building wall adjacent to such setbacks;
  - b. No outdoor work and storage, including but not limited to trash receptacles, shall be permitted within such setbacks;
  - c. A landscape buffer shall be provided at 1.0 times the requirements of the Landscape Ordinance within the west setback and 1.5 times the requirements of the Landscape Ordinance within south setback.
9. The applicant shall dedicate by separate instrument eight feet of right-of-way along the east property line of Lots 1, 3, & 5, Block 5, J.O. Davidson’s 2nd Addition.
10. Access onto Saint Paul Avenue shall be no closer than 100 feet to the Central right-of-way line.
11. All proposed lighting shall comply with Art. IV, Sec. IV-B.4 of the Unified Zoning Code. No proposed pole lights (including base, standard, and fixtures) shall be taller than 14 feet. No pole lights shall be located within any of the building setback areas.
12. All signage shall comply with City of Wichita Sign Code, except that ground signs shall not be allowed on Saint Paul Avenue on Lots 1 & 2, Block A, J.O. Davidson’s 3rd Addition.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, \_\_\_\_\_

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Carlos Mayans - Mayor  
ATTEST:

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Karen Sublett, City Clerk

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(SEAL)

Approved as to form:

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Gary E. Rebenstorf, City Attorney

## **Agenda Item No. 41**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0301

TO: Mayor and City Council

SUBJECT: ZON2006-00003 – Zone change from “SF-5” Single-family Residential to “MF-18” Multi-family Residential. Generally located southeast of 8th Street and Gilda.(District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, (9-0).

MAPD Staff Recommendations: Approve.

DAB Recommendations: Approve, with a protective overlay that a maximum of three living units could be built (9-0).

Background: The application area consists of an undeveloped, platted lot located south of 8th Street and east of Gilda, west of I-235. The .36-acre site is zoned “SF-5” Single-family Residential, and the applicant requests “MF-18” Multi-family Residential zoning to allow for duplex development. Under MF-18 zoning, the applicant could develop two duplexes on the site without a lot split.

Property north of the site is zoned “B” and “MF-18” Multi-family Residential with a CUP (DP 70, Sandpiper Bay) and is developed with a nursing home and town homes. South and west of the site are SF-5 zoned single-family residences. East of the site is I-235. One MF-18 lot and several TF-3 lots are in the surrounding area.

Analysis: DAB V heard this request on February 6, 2006, and DAB members expressed concerns about off-street parking. The applicant stated a desire to build no more than three dwelling units. DAB V recommended approval of the request by a vote of 9-0, subject to a Protective Overlay limiting the site to three dwelling units. MAPC heard this request on February 16, 2006. No citizens were present to speak in opposition to the zone change request. The action of the MAPC was to approve 9-0 as a consent item, subject to staff recommendations that did not include a Protective Overlay.

Financial Considerations: None.

Legal Considerations: The resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2006-00003

Request for Zone change from "SF-5" Single-family Residential to "MF-18" Multi-family Residential, on property described as:

Lot 1, Block 3, Avery Addition, Sedgwick County, Kansas. Generally located east of Gilda and south of 8th Street.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, \_\_\_\_\_

\_\_\_\_\_  
Carlos Mayans - Mayor  
ATTEST:

.....

\_\_\_\_\_  
Karen Sublett, City Clerk  
(SEAL)

.....

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

## **Agenda Item 42**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report 06-0302

TO: Mayor and City Council Members

SUBJECT: S/D 98-122 -- Plat of Ivy Christine Second Addition, Located West of Hoover and South of Maple Lane. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of four lots on 2.27 acres, is located within Wichita's city limits and is zoned SF-5, Single-family Residential District.

Analysis: A Petition for paving improvements, 61.22 percent, was approved by the City Council on November 1, 2005. A Petition for water improvements, 100 percent, and a Certificate of Petitions have also been submitted. This site is located within the noise impact area of Wichita Mid-Continent Airport; therefore, an Avigational Easement and Restrictive Covenant have been submitted. An Easement for Ingress and Egress has also been submitted.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Considerations: None.

Legal Considerations: The Certificate of Petitions, Avigational Easement, Restrictive Covenant and Easement for Ingress and Egress will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolution.



## **Agenda Item No. 43**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0303

TO: Mayor and City Council Members

SUBJECT: Street Improvement Agreement for Lot Split No. SUB 2006-13 (Lot 5, Timmermeyer Gardens Addition), Located North of 29th Street North and East of Hood. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the Agreement.

Background: This No-Protest Agreement is associated with Lot Split Case No. SUB 2006-131 and is for the future paving of Woodland Avenue.

Analysis: The lot split will allow for the creation of one additional lot zoned SF-5, Single-family Residential District. This Agreement assures the City of Wichita that this property will be included in the paving improvements and that the owners have waived their right to protest said paving improvement.

Financial Considerations: None.

Legal Considerations: The No-Protest Agreement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the Agreement and authorize necessary signatures.

## **Agenda Item No. 44**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0304

TO: Mayor and City Council Members

SUBJECT: SUB 2005-147 -- K-96 Business Park Addition, Located on the Northwest Corner of 29th Street North and Greenwich Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.  
MAPC Recommendation: Approve the plat. (10-1)

The negative vote indicated a Commissioner's concern regarding the drainage plan.

Background: This site, consisting of one lot on 21.4 acres, is adjoining Wichita's city limits. Since annexation is a condition for approval of this plat, the corresponding annexation case (A06-08R) is scheduled on the same agenda. The site has been approved for a zone change (ZON 2005-32) from SF-20, Single-Family Residential District to LI, Limited Industrial District. A Protective Overlay (P-O #162) was also approved for this site, and a Notice of Protective Overlay addressing uses, outside storage, screening, signage and building height has been submitted.

Analysis: A Petition, 100 percent, and a Certificate of Petitions have been submitted for water, sewer and paving improvements. A Cross-lot Drainage Agreement has also been submitted.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Considerations: None.

Legal Considerations: The Notice of Protective Overlay, Certificate of Petitions and Cross-lot Drainage Agreement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

## **Agenda Item No. 45**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0305

TO: Mayor and City Council Members

SUBJECT: A06-08R Request by Connie D. Tatum, of K96, LLC, and Roger Winsby, of Velma Jensen Winsby Real Estate Trust, to annex land generally located northwest of the intersection at Greenwich Road and 29th Street North. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Place the annexation ordinance on first reading.

Background: The City has received a request to annex 20 acres of land generally located northwest of the intersection at Greenwich Road and 29th Street North. The annexation area abuts the City of Wichita to the west and south. The property owner anticipates that the proposed property will be developed with approximately 450,000 sq. ft. of industrial property.

### Analysis:

Land Use and Zoning: The proposed annexation consists of approximately 20 acres of property currently zoned "SF-20" Single-Family Residential, which upon annexation will convert to "SF-5" Single Family Residential. On September 28, 2005, the Board of County Commissioners approved a zone change from "SF-20" Single-Family Residential to "LI" Limited Industrial subject to platting within one year and subject to Protective Overlay District #162 conditions. A plat is currently under review and upon plat approval; the subject property's zoning will change to "LI" Limited Industrial. Property directly to the south is zoned "LI" Limited Industrial and is currently vacant. Property to the west is zoned "SF-5" Single-Family Residential and is currently vacant, but is currently being developed as the Northeast Sports Complex. Property to the north of the subject property is zoned "SF-5" and "SF-20" Single-Family Residential and is currently vacant, while property to the east is zoned "RR" Rural Residential and "SF-5" Single-Family Residential. The property to the east is currently developed with one residence and a few outbuildings.

Public Services: The nearest water line is a 16" line located near the southeast corner of the subject property, and the nearest sewer line is a 12" line also located at the southeast corner of the subject property. These lines will be extended as part of the platting and development process.

Street System: The subject property borders Greenwich Road to the east, which is a paved, two-lane road. The subject property also borders 29th Street to the south, which is a paved, two-lane local road west of Greenwich Road. 29th Street, east of Greenwich Road, is currently a dirt road. The 2006 Transportation Improvement Program and the City of Wichita Capital Improvement Program (CIP) 2005-2014 have scheduled Greenwich Road to be reconstructed and widened, between Central and 29th Street, which is southeast of the subject property. The Sedgwick County Capital Improvement Program 2006-2010 does not call for improvements near the proposed annexation site.

Public Safety: Fire services to this site can be provided by the City of Wichita within a three (3) to four (4) minute approximate response time from City Station No. 18, located at 2808 North Webb. Upon annexation, police protection will be provided to the area by the Patrol North Bureau of the Wichita Police Department, headquartered at 3015 East 21st Street North.

Parks: The Northeast Sports Complex, a 60-acre park, is located along the west edge of the proposed annexation site and is currently being developed for youth athletics. According to the 1996 Parks and Open Space Master Plan, a potential future park site has been proposed south of the subject property to the south of 29th Street. In addition, a pathway has been proposed north of the subject property.

School District: The annexation property is part of the Unified School District 375 (Circle School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$2,550 with a total assessed value of \$765. Using the current City levy ( $\$31.828/\$1000 \times$  assessed valuation), this roughly yields \$24 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating that approximately 450,000 sq. ft. of industrial property will be developed within the next four years. The total appraised value of this industrial development after completion is estimated at \$12,750,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$100,107 in City annual tax revenues.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, et seq.

Recommendations/Actions: Approve the annexation request and first reading of the Ordinance.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A06-08)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II respectively:

A TRACT OF LAND IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 26 SOUTH, RANGE 2 EAST OF THE SIXTH PRINCIPLE MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTH HALF; THENCE BEARING N00°00'00"E, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE BEARING N89°19'11"W, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 772.00 FEET; THENCE BEARING N00°00'00"E, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1207.31 FEET; THENCE BEARING S89°22'26"E, PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF, A DISTANCE OF 771.99 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE BEARING S00°00'00"W, ALONG SAID EAST LINE, A DISTANCE OF 1208.04 FEET TO THE POINT OF BEGINNING, EXCEPT FOR ROAD RIGHT-OF-WAY.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this \_\_\_\_\_.

\_\_\_\_\_  
Carlos Mayans, Mayor

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

## **Agenda Item No. 46**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0306

TO: Wichita Airport Authority

SUBJECT: Tenant Facility Improvements  
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the capital project.

Background: Tenant Facility Improvements are included in the 2006 Capital Improvement Program.

Analysis: Improvements including new carpet, paint, and some window replacements will be made to the facility at 1935 Midfield Road.

Financial Considerations: This facility was constructed and occupied by Honeywell for 25 years. During that time, in consideration for the tenant's investment in constructing the facility, only land rent was paid to the WAA. Honeywell currently occupies a new facility on Mid-Continent Airport and no longer requires use of this facility. The WAA is now desirous of leasing the facility at fair market rental value to a new tenant. The estimated cost of the improvements is \$37,000. Rent earned during the first year will offset the cost of these improvements. The project will be funded with General Obligation Bonds paid with Airport revenue.

Legal Considerations: The Law Department has approved the Authorizing Resolution as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project, adopt the resolution, and authorize the necessary signatures.

RESOLUTION NO. \_\_\_\_\_

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements, specifically,

Tenant Facility Improvements (1935 Midfield Road)  
to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas.

SECTION 2. That the cost of the above described improvements is estimated to be Thirty Seven Thousand Dollars (\$37,000), exclusive of the cost of interest on borrowed money, paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost, shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas.

SECTION 3. That the above described improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, \_\_\_\_\_, \_\_\_\_\_.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

## **Agenda Item No. 47**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0307

TO: Wichita Airport Authority

SUBJECT: Supplemental Agreements – Terminal Building – Rental Car Concessions

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreements.

Background: The Wichita Airport Authority has agreements with seven companies to provide car rental services to the traveling public. These companies operate from ticket counters located near the baggage claim in the east end of the terminal building. The terms of the agreements are consistent for all seven companies, and include the following: Avis, Budget, Dollar, Enterprise, Hertz, National (which dual brands with Alamo) and Thrifty.

Analysis: The Wichita Airport Authority is currently in the process of developing plans for the new terminal building. In that the terminal project is in the early development stage, it is prudent to extend the existing agreements until a plan has been developed for deciding how rental car agencies will be handled in the new terminal building. It is recommended that the agreements be extended through November 30, 2009, and then continued month-to-month until the new terminal building is ready for occupancy.

Financial Considerations: Rental car agencies pay 10% of gross receipts to the WAA. In addition, they pay ticket counter rental and a monthly fee for spaces in the ready car lot. Ticket counter rentals are adjusted on an annual basis. This practice would continue throughout the remaining term of the Supplemental Agreements.

Legal Considerations: The Supplemental Agreements have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreements, and authorize the necessary signatures.



## **Agenda Item No. 48**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0308

TO: Wichita Airport Authority  
SUBJECT: S. A. No. 1 – The Hertz Corporation  
INITIATED BY: Airport Department  
AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: The WAA currently leases approximately five acres of land on Wichita Mid-Continent Airport to the Hertz Corporation to accommodate a rental car service center to serve users of the airport. The initial term of the agreement expired November 30, 2004; however, the agreement includes one ten-year option to renew the agreement. Hertz is desirous of exercising the option, effective December 1, 2004 through November 30, 2014.

Analysis: Hertz occupies a 4,550 sq.ft. facility located on Wichita Mid-Continent Airport. The agreement states that facility rental during the renewal option shall be subject to the negotiation of all rental rates and charges, including the land and all facilities located thereon.

Financial Considerations: Independent appraisals were solicited by both the WAA and Hertz. A negotiated rental rate of \$6.50/sq.ft. commencing December 1, 2004, is recommended which will yield \$29,565 per year to the WAA for facility rent. In addition, \$53,933 will be generated for land rent, for a total annual rent of \$83,507. Facility rent will remain the same throughout the extension; however, land rent will escalate at the rate of five percent each year.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 1; and authorize the necessary signatures.

## **Agenda Item No. 49**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0309

TO: Wichita Airport Authority

SUBJECT: S. A. No. 1 – The Wichita Landsmen, LLC d/b/a Budget Rent A Car of Kansas

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: The WAA currently leases 3.51 acres of land on Wichita Mid-Continent Airport to the Wichita Landsmen, LLC d/b/a Budget Rent A Car of Kansas to accommodate a rental car service center to serve users of the airport. The initial term of the agreement expired November 30, 2004; however, the agreement includes two ten-year options to renew the agreement. Budget is desirous of exercising the option, effective December 1, 2004 through November 30, 2014.

Analysis: Budget occupies a 10,523 sq.ft. facility located on Wichita Mid-Continent Airport. The agreement states that facility rental during the renewal options shall be paid at the rate of 50% of the then-current market rental value of the facility (excluding land) to be determined by an independent appraiser mutually selected by the parties.

Financial Considerations: Independent appraisals were solicited by both the WAA and Budget. The appraisals yielded a difference in the recommended facility rental rate. To address the disparity, it was agreed that facility rent during the first year of the extension would be forgiven in exchange for paying a higher rental rate per sq. ft. for the remaining nine years of the extension. A negotiated rental rate of \$5.25/sq.ft. @ 50%, commencing December 1, 2005, is recommended which will yield \$27,622.88 per year to the WAA. In addition, \$9,951.76 will be generated for land rent, for a total annual rent of \$37,574.64. Facility rent will remain the same throughout the extension; however, land rent will escalate one-half cent after five years.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 1; and authorize the necessary signatures.

## **Agenda Item No. 50**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0310

TO: Wichita Airport Authority

SUBJECT: S. A. No. 1 – Midwest Car Corporation d/b/a National Car Rental

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: The Wichita Airport Authority has an agreement with Midwest Car Corporation d/b/a National Car Rental for use of a small strip of land which provides an access road from their service center to Airport Road.

Analysis: National Car Rental is a contract concessionaire in the terminal building, and operates a service center from an off-airport location. In 1988, the Wichita Airport Authority approved an agreement with National, which allowed them to use 2,322 sq.ft. of land on which to construct an asphalt driveway to facilitate access to the airport. The termination date of this agreement coincides with the termination date of the concession agreement. It is recommended that this agreement be extended through November 30, 2009, and then continued month-to-month until a decision is made as to which rental car agencies will provide services from the new terminal building.

Financial Considerations: The supplemental agreement includes land rent per the established WAA policy. Rent for the first year of this extension is \$575.62, and increases at the rate of 5% each year.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the S. A. No. 1 and authorize the necessary signatures.

## **Agenda Item No. 51**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0311

TO: Wichita Airport Authority

SUBJECT: Airfield Pavement – Taxiway “A”, “A-1”, and North General Aviation  
Taxilane Reconstruction  
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order and budget adjustment

Background: On July 13, 2004 the Wichita Airport Authority approved a construction contract with Cornejo & Sons for the project.

Analysis: A change order has been prepared to address changes during construction.

Financial Considerations: The cost of the change order is \$58,702.38. The change order has been approved by the Federal Aviation Administration and will be funded with the approved federal grant and Passenger Facility Charges. Total change orders are approximately one-percent of the contract amount. An increase in the capital budget of the same amount is requested.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and capital project budget, and authorize the necessary signatures.

## **Agenda Item No. 52**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0312

TO: Wichita Airport Authority

SUBJECT: Security Gate "E" Paving Improvements  
Change Order 1  
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On October 18, 2005 the Wichita Airport Authority approved a construction contract with Cornejo & Sons, Inc. for Security Gate "E" Paving Improvements.

Analysis: A final change order has been prepared to allow for adjustment of quantities and contract time.

Financial Considerations: The change order of \$99.20 is within the budget and will be funded with Airport Revenue. Total change orders are less than one percent of the original contract amount.

Legal Considerations: The Law Department has approved the change order.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize necessary signatures.

## **Agenda Item No. 53**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0313

TO: Wichita Airport Authority

SUBJECT: Airport Improvement Program  
Environmental Assessment  
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the grant application.

Background: On February 7, 2006 the Wichita Airport Authority approved a contract for consulting services for the Environmental Assessment. At that time it was noted that an FAA grant would pay for 95% of the contract.

Analysis: Funds are now available and staff has prepared a grant application to submit to the FAA.

Financial Considerations: A grant application has been prepared in the amount of \$104,572 for this purpose. The Airport's matching portion of five-percent will be funded with Airport Passenger Facility Charges, and General Obligation Bonds paid for with airport revenue.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the grant application and receipt of funds, and authorize the Director of Airports to sign the documents related to the grant.

## **Agenda Item No. 54**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0314

TO: Wichita Airport Authority

SUBJECT: Airport Improvement Program  
Rotating Beacon  
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the grant application.

Background: On February 28, 2006 the Wichita Airport Authority approved the construction bid and budget adjustment for the relocation of the Rotating Beacon. At that time it was noted that an FAA grant would pay for a portion of the project.

Analysis: Funds are now available, and staff has prepared a grant application to submit to the FAA.

Financial Considerations: A grant application has been prepared in the amount of \$340,262 for this purpose. The Airport's matching portion of five-percent and approximately \$65,000 of expenses ineligible for grant participation will be funded with G.O. bonds paid with airport revenue.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the grant application and receipt of funds, and authorize the Director of Airports to sign the documents related to the grant.

## **Agenda Item No. 55**

City of Wichita  
City Council Meeting  
March 21, 2006

Agenda Report No. 06-0315

TO: Wichita Airport Authority

SUBJECT: Midfield Road Site Development  
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: On September February 28, 2006 the Wichita Airport Authority approved the bid of Atlas Electric for the relocation of the rotating beacon as part of the Midfield Road Site Development.

Analysis: During construction, resident engineering and construction-related services are necessary in order to comply with Federal requirements. A supplemental agreement with Professional Engineering Consultants has been prepared to authorize the necessary construction related services.

Financial Considerations: The cost of the construction-related service is \$48,802 and will be paid for with a FAA grant and General Obligation bonds paid with Airport Revenue. Funds are available in the current budget.

Legal Considerations: The Law Department has approved the Supplemental Agreement.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement and authorize the necessary signatures.

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